

Steven Mitnick, Esq.
Admitted *Pro Hac Vice*
Mitnick & Malzberg, P.C.
PO Box 429
29 Race Street
Frenchtown, New Jersey 08825
(908) 996-3716
Counsel for Plaintiff

Melissa A. Peña, Esq. (MP-3320)
Norris, McLaughlin & Marcus
875 Third Avenue, 8th Floor
New York, New York 10022
(212) 808-0700
Local Counsel for Plaintiff

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

SYSCO FOOD SERVICES OF METRO
NEW YORK, LLC,

Plaintiff,

v.

JEKYLL & HYDE, INC.; and SIXTH
AVENUE FOOD SERVICES LTD,
Defendants.

Civil Case No. 08-cv-02958

DECLARATION OF CHARNELLE
HARVEY IN FURTHER SUPPORT OF
PLAINTIFF'S MOTION FOR PARTIAL
SUMMARY JUDGMENT AND IN
SUPPORT OF PLAINTIFF'S MOTION
SEEKING LEAVE TO FILE THE SECOND
AMENDED COMPLAINT

I, Charnelle Harvey, declare, under the penalty of perjury, as follows:

1. I am the Director of Credit of plaintiff, Sysco Food Services of Metro New York, LLC ("Sysco"). In this capacity, my responsibilities include overseeing the collection of delinquent accounts for Sysco. I am familiar with the facts of this case based on my personal knowledge and my review of the books and records that Sysco maintains in the ordinary course of its business.

2. I submit this Declaration in further support of Sysco's Motion for Partial Summary Judgment on Counts I and II of the Amended Complaint, pursuant to Federal Rule of Civil Procedure 56, and in support of Sysco's Motion Seeking Leave to File a Second Amended Complaint pursuant to Federal Rule of Civil Procedure 15(a).

Sysco's Principal Place of Business

3. Sysco has a principal place of business located at 20 Theodore Conrad Drive, Jersey City, New Jersey (hereinafter the "New Jersey Office"). The New Jersey Office is the place where Sysco's officers direct and control Plaintiff's corporate activities, including, but not limited to company procedures governing opening accounts, shipping goods, pricing for goods, servicing clients, resolving open accounts and employment and human resources policies.

Plaintiff Does Not Seek to Recover the Same Invoices in State Court

4. I have reviewed Defendants' opposition to Plaintiff's motion for partial summary judgment. I understand that Defendants contend that Sysco is seeking to collect in this action on the same invoices that it seeks to recover on in two separate state court actions. There is no merit to Defendants' position.

5. Every time Sysco ships new product to a customer, an invoice is created with an invoice number. If an invoice is not paid by the customer, the balance remaining on such invoice is not carried over to a new invoice. Instead, Sysco simply seeks to collect from a customer on the outstanding invoice under its original invoice number. This is the manner in which Sysco bills its customers, including the Defendants in this case. Sysco also billed other bars/restaurants, which, upon information and belief, are owned by Defendants' principal, Donald R. Finley (hereinafter referred to as Defendants' Affiliates"), in this same manner.

6. In 2007 and 2008, Defendants and Defendants' Affiliates failed to pay various invoices due and owing from Sysco. As a result, Sysco submitted a claim to its credit insurance company, Euler Hermes ("E&H"), to recover on outstanding invoices due from defendant, Jekyll & Hyde ("J&H") and Slaughtered Lamb Pub ("Slaughtered Lamb") (hereinafter the invoices shall jointly be referred to as the "Transferred Invoices"). E&H paid Sysco a discounted rate on the Transferred Invoices, which were the subject of the claim and, in turn, obtained the right to sue to recover on such invoices from J&H and Slaughtered Lamb.

7. Thereafter, on or about January 22, 2009, E&H, in the name of Sysco, commenced an action in New York Supreme Court, County of New York against J&H seeking to recover on Transferred Invoices totaling approximately \$315,000. Annexed hereto as Exhibit "A" is a true and accurate copy of the Verified Complaint.

8. In addition, on July 16, 2009, E&H, in the name of Sysco, commenced an action in the Civil Court of the City of New York, County of New York seeking to recover on Transferred Invoices totaling approximately \$8,200. Annexed hereto as Exhibit "B" is a true and accurate copy of the Verified Complaint.

9. Contrary to Defendants' claim, the invoices that Sysco seeks to recover from J&H and defendant, Sixth Avenue Food Services Ltd. ("Sixth") in this action are *different* invoices than what are being sought by E&H in the two state court actions. None of the invoices sought in this action have the same invoice numbers as those sought in the state court actions. Annexed hereto as Exhibit "C" is a chart outlining the invoices being sought in each of the three actions and it is evident that all of the invoices have different invoice numbers. As set forth above, Sysco does not carry the balance from an unpaid invoice to a new invoice with a new invoice number and, thus, there is not even a prospect that the amounts sought in this action are identical

to those being sought in the state court actions on invoices with wholly distinguishable invoice numbers.

10. If Defendants bothered to match the invoices that Sysco seeks in this action as set forth on the summary sheets attached to my January 28, 2010 declaration with the summary of invoices filed by counsel for Sysco in the state court action against J&H, Defendants would have found that the invoice numbers being sought in the two actions are different. Compare the Summary of Invoices Sought by Sysco in this Action, attached as Exhibit "D", and the Summary of Invoices Sought by Sysco in the State Court Action Against J&H, which were attached to Sysco's motion for summary judgment in that action, attached as Exhibit "E."

11. Moreover, there is no threat that Sysco would seek to collect on the Transferred Invoices after they were transferred to E&H. Upon the transfer, Sysco's account records were changed to provide that these invoices are "closed."

Proper Application of Payments

12. I understand that Defendants further contend that Sysco billed various arrears owed to Plaintiff by Defendant and Defendants' Affiliates under a single account known as the "Jekyll & Hyde Note" without their authorization. This is simply not true. On August 8, 2007, Sysco wrote to Donald R. Finley ("Finley"), the principal of Defendants, regarding the outstanding arrears owed by his multiple companies which totaled in excess of \$1.1 million. The multiple companies included the following: Bayville Entertainment, Inc. d/b/a Bayville Adventure Park, Jekyll & Hyde, Inc., Sixth Avenue Food Services Ltd., Slaughtered Lamb, New Castle Foods Inc., Davey Jones Locker Management, Inc. d/b/a Ship Wreck Tavern and 186 West 4th Street Management Co. Inc. d/b/a Olivers Bar and Grill. Annexed hereto as Exhibit "F" is a true and accurate copy of Sysco's August 8, 2007 correspondence.

13. Thereafter, Sysco reached an agreement with Finley whereby he agreed (on behalf of his companies) to a payment plan to cure the outstanding arrears. Annexed hereto as Exhibit "G" is a true and accurate copy of my correspondence to Finley confirming such agreement. Sysco established the Jekyll & Hyde note upon the request of Finley in order to assist him in paying off the arrears owed to Sysco. As such, Finley requested that Sysco bill him in this manner and never objected to this form of billing.

Sixth's Credit Application

14. I further understand that the Affidavit of Finley submitted in opposition to Plaintiff's motion for partial summary judgment provides that "[t]here is no such entity named Sixth Avenue Food Services Ltd. and [Finley has] neither ever formed (or caused to be formed) any such entity, nor [has he] done business under such a trade name, either as a corporation, or a sole proprietorship." See Finley Aff. at ¶ 1.

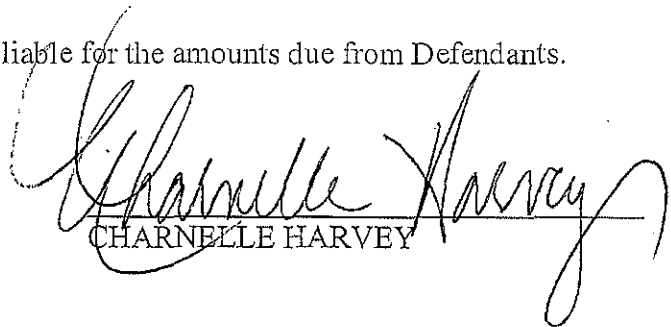
15. Finley's statements, which he swears to under oath, are directly contrary to an October 18, 2001 Customer Account Application (the "Application") submitted by Finley to Sysco. Annexed hereto as Exhibit "H" is a true and accurate copy of the Application. The name of the applicant was filled in by Finley who represented that he was the authorized agent and President of Sixth Avenue Food Services Ltd. The Application further identifies that the "Ownership Name" of the business entity where Sysco should ship product to as "Sixth Avenue Food Services Ltd," that shipments should be made to 1409 Sixth Avenue, New York, New York, and sets forth a tax identification number for Sixth.

16. Furthermore, on October 29, 2007, Finley wrote an email to David C. Levy, an employee of Sysco, requesting that payment be applied to "the June 06 6th Ave account bills." Annexed hereto as Exhibit "I" is a true and accurate copy of Finley's October 29, 2007 email,

which was produced by Defendants in discovery as evidenced by the bates-stamp number 000465.

17. Given Finley's execution of the Application and acknowledgment of the Sixth Avenue account, Sysco seeks leave to file the Second Amended Complaint, annexed hereto as Exhibit "J", which seeks to hold Finley liable for fraud and the outstanding invoices due from Sixth and to hold Finley jointly and severally liable for the amounts due from Defendants.

Dated: May 27, 2010



CHARNELLE HARVEY

EXHIBIT A

**THIS ACTION IS WITHIN THE JURISDICTION
OF THE DESIGNATED COURT**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
SYSCO FOOD SERVICES OF METRO NY, LLC,

Plaintiff,

-against-

JEKYLL AND HYDE CLUB NEW YORK L.L.C.,

Defendant.
-----X

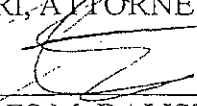
To the above named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
January 27, 2009

Yours, etc.,

ANES, FRIEDMAN, LEVENTHAL &
BALISTRERI, ATTORNEYS AT LAW, PLLC

By: 
CHARLES M. BALISTRERI, ESQ.
Attorneys for Plaintiff
299 Broadway, Suite 820
New York, NY 10007
(212) 962-0360

Defendant's Address:

1409 6th Avenue
New York, NY 10019
(212) 541-9505

Index No.
Date Filed: 600241109
JAN 28 2009

Plaintiff designates
New York County as the
place of trial.

The basis of the venue is
defendant's place of business.

SUMMONS

Plaintiff's business address:
20 Theodore Conrad Drive
Jersey City, NJ 07305
County of Hudson

NEW YORK
COUNTY CLERK'S OFFICE
JAN 28 2009
NOT COMPARED
WITH COPY FILED

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
SYSCO FOOD SERVICES OF METRO NY, LLC,

Plaintiff,

-against-

JEKYLL AND HYDE CLUB NEW YORK L.L.C.,

Defendant.
-----X

Index No. 600241/09

VERIFIED COMPLAINT

Plaintiff SYSCO FOOD SERVICES OF METRO NY, LLC ("SYSCO"), by its attorneys ANES, FRIEDMAN, LEVENTHAL & BALISTRERI, ATTORNEYS AT LAW, PLLC, as and for its Complaint, respectfully shows and alleges:

1. That at all times hereinafter mentioned, the plaintiff SYSCO was and continues to be a foreign limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business located at 20 Theodore Conrad Drive, Jersey City, NJ 07305.

2. That at all times hereinafter mentioned, the defendant JEKYLL AND HYDE CLUB NEW YORK L.L.C. ("JEKYLL AND HYDE") was, upon information and belief, a foreign limited liability company, having its principal place of business located at 1409 6th Avenue, New York, NY 10019.

AS AND FOR A FIRST CAUSE OF ACTION
FOR GOODS SOLD AND DELIVERED

3. Plaintiff repeats, realleges and reasserts paragraphs number "1" through "2" with the same force and effect as if same were more fully set forth herein.

4. That on or about and between August 2, 2006 and March 31, 2008, plaintiff sold and actually delivered goods, wares and merchandise to defendant JEKYLL AND HYDE in the agreed sum

and reasonable value, the balance of which sum presently due and owing plaintiff by defendant is the sum of \$315,651.69.

5. That although due demand has been made by plaintiff upon the defendant to pay the aforesaid sum, no part of said sum has been paid.

AS AND FOR A SECOND CAUSE OF ACTION
BASED ON ACCOUNT STATED

6. Plaintiff repeats, realleges and reasserts paragraphs number "1" through "5" with the same force and effect as if same were more fully set forth herein.

7. That on or about May 6, 2008, an account stated was duly rendered by plaintiff to defendant in the sum of \$315,651.69, which said defendant retained and accepted without objection.

8. That although due demand has been made by plaintiff upon defendant to pay the aforesaid sum, no part of said sum has been paid.

WHEREFORE, plaintiff demands judgment against defendant JEKYLL AND HYDE as follows:

(a) in the First Cause of Action in the sum of \$315,651.69; and (b) in the Second Cause of Action in the sum of \$315,651.69, with interest from May 6, 2008, together with costs and disbursements of this action.

Yours, etc.,

ANES, FRIEDMAN, LEVENTHAL &
BALISTRERI, ATTORNEYS AT LAW, PLLC

By: 

CHARLES M. BALISTRERI, ESQ.

Attorneys for Plaintiff
299 Broadway, Suite 820
New York, NY 10007
(212) 962-0360

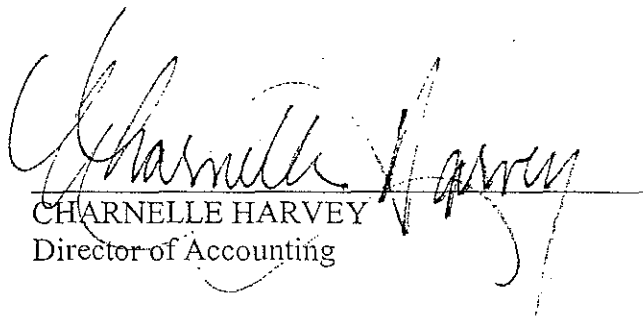
CORPORATE VERIFICATION

STATE OF NEW JERSEY)
COUNTY OF HUDSON)SS:

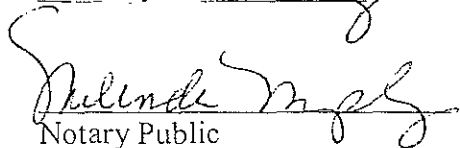
CHARNELLE HARVEY, being duly sworn, says that deponent is the Director of Accounting of SYSCO FOOD SERVICES OF METRO NY, LLC herein, that the deponent has read the foregoing *Complaint* and knows the contents thereof, and the same is true to deponent's own knowledge, except as to matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes them to be true. The reason why this Verification is made by deponent is that deponent is an officer, to wit, the Director of Accounting of SYSCO FOOD SERVICES OF METRO NY, LLC, which is a Delaware corporation, and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not herein stated upon deponent's knowledge are as follows:

- Books, records and papers of the corporation kept in the regular course of business.


CHARNELLE HARVEY
Director of Accounting

Sworn to before me this
22 day of January, 2009.


Notary Public

MELINDA SHAZELLE MURPHY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/30/2012

ANES, FRIEDMAN, LEVENTHAL & BALISTRERI
ATTORNEYS AT LAW, PLLC

Index No. 600241

Year 2009

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

SYSCO FOOD SERVICES OF METRO NY, LLC,

Plaintiff,

-against-

JEKYLL AND HYDE CLUB NEW YORK L.L.C.,

Defendant.

VERIFIED COMPLAINT

ANES, FRIEDMAN, LEVENTHAL & BALISTRERI
ATTORNEYS AT LAW, PLLC

Attorneys for

Plaintiff

CHARLES M. BALISTRERI, ESQ.

299 BROADWAY
BOROUGH OF MANHATTAN NEW YORK, N.Y. 10007-1981
(212) 962-0360

To:

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Direct Applicable For:



NOTICE OF
ENTRY

that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on

20



NOTICE OF
SETTLEMENT

that an Order of which the within is a true copy will be presented for settlement to the Hon.
one of the judges of the within named Court,
at
on

20

, at

M.

Dated:

EXHIBIT B

Court Index No.

SUMMONS

File No.

Plaintiff's address:

Defendant:

The basis of the venue is:

PLAINTIFF'S COMPLAINT
TO THE ABOVE NAMED DEFENDANT(S)**YOU ARE HEREBY SUMMONED**

to appear in this Court on the date and time specified in the summons, to answer the complaint and to defend against the claims and demands made in the complaint. Failure to appear in Court on the date and time specified in the summons may result in a default judgment being entered against you.

Upon you, *Plaintiff*, will be taken against you for the relief demanded in the complaint, together with the costs of this action.

Default: *Plaintiff*

Attorneys for Plaintiff

NOTE: The law provides that:

- (a) If this summons is served by delivery to you personally within the state and answered within 10 days after such service; or
- (b) If this summons is served by delivery to any person other than you personally or is served outside the state and answered within 30 days after service; or
- (c) If this summons is served by publication or by any means other than personal delivery to you within the state and answered within 30 days after service.

Court Index No.

File No. 01/07/10

Plaintiff

VERIFIED COMPLAINT

Defendants

Plaintiff, by its attorneys, complaining of the defendant(s), respectfully alleges:

1. Plaintiff is a corporation organized under the laws of the State of New York.

2. That the defendant(s) resides in the county in which this action is brought; (or defendant(s) transacted business within the county in which this action is brought in person or through his agent and that the instant cause of action arose out of said transaction.

3. That the defendant(s) is/are liable to Plaintiff for the sum of \$100,000.00 (one hundred thousand dollars) together with interest.

4. Plaintiff is entitled to recover its costs and disbursements in this action.

5. Defendant(s) is/are liable to Plaintiff for the sum of \$100,000.00 (one hundred thousand dollars) together with interest.

WHEREFORE, Plaintiff demands judgment against defendant(s) for the sum of \$100,000.00 (one hundred thousand dollars) together with interest.

Plaintiff's attorneys are: [Name], Esq., [Address], [City], [State], [Zip].

Plaintiff's attorneys are: [Name], Esq., [Address], [City], [State], [Zip].

Plaintiff's attorneys are: [Name], Esq., [Address], [City], [State], [Zip].

Plaintiff's attorneys are: [Name], Esq., [Address], [City], [State], [Zip].

Plaintiff's attorneys are: [Name], Esq., [Address], [City], [State], [Zip].

Plaintiff's attorneys are: [Name], Esq., [Address], [City], [State], [Zip].

Plaintiff's attorneys are: [Name], Esq., [Address], [City], [State], [Zip].

Plaintiff's attorneys are: [Name], Esq., [Address], [City], [State], [Zip].

EXHIBIT C

New York Supreme Court	New York Civil Court	New York Federal Court	New York Federal Court
Jekyll & Hyde	Jekyll & Hyde	Jekyll & Hyde	Sixth Avenue Food Services
Invoice Numbers Ending with			
59645SCHG	59591SCHG	59864SCHG	61720SCHG
59140SCHG	59099SCHG	59365SCHG	59646SCHG
58567SCHG	58510SCHG	58866SCHG	59141SCHG
58001SCHG	57940SCHG	58279SCHG	58568SCHG
57459SCHG	57412SCHG	57740SCHG	58002SCHG
56922SCHG	56873SCHG	57208SCHG	57460SCHG
56324SCHG	56271SCHG	56651SCHG	56923SCHG
56743SCHG	55702SCHG	56043SCHG	56325SCHG
55183SCHG	55128SCHG	55484SCHG	55744SCHG
54660SCHG	54612SCHG	54943SCHG	55184SCHG
54106SCHG	54049SCHG	54438SCHG	54661SCHG
53501SCHG	53450SCHG	53876SCHG	54107SCHG
52924SCHG	5287SCHG	53293SCHG	53502SCHG
52374SCHG	52322SCHG	52737SCHG	52375SCHG
51719SCHG	51644SCHG	52193SCHG	51100SCHG
51099SCHG	51040SCHG	51533SCHG	50523SCHG
50522SCHG	50462SCHG	50943SCHG	49955SCHG
49954SCHG	49897SCHG	50367SCHG	48845SCHG
49388SCHG	49355SCHG	49796SCHG	
48844SCHG	48799SCHG	48785SCHG	
		48784SCHG	
		48282SCHG	
		48234SCHG	
		48219SCHG	
		48217SCHG	
		47768SCHG	
		47767SCHG	
		47699SCHG	
		47698SCHG	
		47116SCHG	
		47115SCHG	
		47046SCHG	
		47030SCHG	
		46457SCHG	
		46405SCHG	
		46385SCHG	
		45808SCHG	
		45749SCHG	
		45724SCHG	
		45143SCHG	
		43624SCHG	

New York Supreme Court	Jekyll & Hyde	New York Civil Court	Jekyll & Hyde	New York Federal Court	Jekyll & Hyde	New York Federal Court	Sixth Avenue Food Services
Invoice Numbers Ending with PU	0913303PU	0917105PU					
	0900383PU						
	0886311PU						
	Invoice Numbers Starting with 8						
	801291346		802250225				
	801280019		802151559				
	801181546		802011648				
	801160221						
	801140033						
	801070026						
801050159							
Invoice Numbers Starting with 7							
712310028	712141536						
712240083	711070112						
712170016	710261854						
712100015	710200373						
712030007	710191254						
711271424	710121451						
711260012	709281958						
711211228	709240125						
711200749	709220192						
711190769	709211301						
711131300	709141639						
711070198	709100585						
711061369	709080204						
710150297	709071053						
710080012	709040672						
710021364	709010074						
709270897	708211097						
709150175	708200087						
709050855	708150355						

New York Supreme Court	Jekyll & Hyde	708291157	708110187		711230749
		708281285	708101431		711210192
		708221106	707271466		710021015
		708220169	707201642		710021012
		708140947	707131650		709251370
		708130585	707070263		709010076
		708101084	707061202		708241249
		708020707	707030734		708180219
		708020682	707020714		708180218
		707260624	706280745		708180194
		707260623	706270893		708180140
		707240125	706221513		708171580
		707201265	706151760		708110104
		707190760	705181477		708110103
		707170764	705170965		708040236
		707121304	704131038		7081110223
		707100213	701290185		707311208
		707030742	701051483		707240861
		707030741	706111735		707240852
		707020711			707070250
		706280671			707061402
		706201255			706309019
		706201254			706300162
		706200194			706290213
		706141060			706281083
		706011105			706260783
		705251417			706230328
		705240616			706230299
		705231069			706230245
		705011398			706221410
		705011375			706090720
		704170653			706020126
		704170652			705310087
		704120456			705260184
		704120455			705251842
		704090043			705181394
		703290896			704280087
		703281038			704271528
		703271281			704260176
		703260774			704210247
		703210956			704210241
		703201305			704210166
		703201301			704201363
		703201288			704140059
		703201192			704131639
		703190677			704070180
New York Civil Court	Jekyll & Hyde				
New York Federal Court	Jekyll & Hyde				
New York Federal Court	Sixth Avenue Food Services				

New York Supreme Court	Jekyll & Hyde	703141009	612291830	612270688	607280856	612271203
		703140111	6122281272	612220076	607280384	6122230915
		703081356	6122230896	612180115	6072240643	611290839
		703070837	6122210845	612160081	6072220052	611281409
		703050733	612200499	612150097	6072211356	611281300
		702070338	612200498	612081691	607170135	611281287
		702061334	612191381	612040911	607141486	611250038
		702050161	612131253	611270115	607140918	611241026
		702221428	612130728	611119037	607310275	6112221301
		702221453	612082024	611031641	607290127	611181113
		702221473	612071480	610300176	607281502	611171219
		702221428	612040773	608280181	606309023	
		702190586	611281321	608239012	606309017	
		702120782	611281314		606301180	
		702180985	611241828		606260161	
		701181463	611211432		606240121	
		701110821	611210259		606231348	
Invoice Numbers Starting with 6						
New York Civil Court	Jekyll & Hyde					
New York Federal Court	Jekyll & Hyde					
New York Federal Court	Sixth Avenue Food Services					

New York Supreme Court Jekyll & Hyde	New York Civil Court Jekyll & Hyde	New York Federal Court Jekyll & Hyde	New York Federal Court Sixth Avenue Food Services
611141319		606170035	
611130813		606161338	
611091357		606090876	
611010274		606090875	
610310341		606080396	
610300447		606050778	
610250432		606030058	
610240052		606021508	
610230324		605260530	
610180472		605200105	
610160715		605191468	
610110709		605121069	
610090037		605051521	
610070069		604290124	
610040719		604211110	
610020678		604181334	
610020677			
608300351			
608280606			
608230653			
608210269			
608160036			
608140573			
608090172			
608070184			
608020244			
Invoice Numbers Starting with 5			
			52925

EXHIBIT D

SYSKO FOOD SERVICES OF METRO NEW YORK, LLC
A/R - JEKYLL & HYDE NOTE ACCOUNT **583781**

REPORT DATE: 6/4/2008

CUST #	INVOICE #	DATE	AMOUNT	CK	Amount	W/O	Open
	412230620	23-Dec	888.08	10/27/2006	888.08		-
Dec 2004 SUBTOTAL			888.08		888.08	-	-
	501070901	7-Jan	1,625.77	10/27/2006	1,628.02	-2.25	-
	501141680	14-Jan	810.69	10/27/2006	810.69		-
	501150050	15-Jan	622.45	10/27/2006	622.45		-
	501211361	21-Jan	1,484.75	10/27/2006	1,484.75		-
	501281116	28-Jan	1,360.38	10/27/2006	1,360.38		-
	37830SCHG	31-Jan	60.27	10/27/2006	60.27		-
Jan 2005 SUBTOTAL			5,964.31		5,966.56	(2.25)	-
	502041483	4-Feb	1,406.53	10/27/2006	1,406.53		-
	502111543	11-Feb	1,556.55	10/27/2006	1,556.55		-
	502181483	18-Feb	1,549.15	12/05/2006	1,549.15		-
	38438SCHG	28-Feb	82.42	10/27/2006	82.42		-
Feb 2005 SUBTOTAL			4,594.65		4,594.65	-	-
	38980SCHG	31-Mar	90.02	10/27/2006	90.02		-
Mar 2005 SUBTOTAL			90.02		90.02	-	-
	39540SCHG	30-Apr	162.01	12/05/2006	162.01		-
Apr 2005 SUBTOTAL			162.01		162.01	-	-
	507230049	23-Jul	1,638.00	12/05/2006	1,638.00		-
	40881SCHG	31-Jul	400.25	12/05/2006	400.25		-
Jul 2005 SUBTOTAL			2,038.25		2,038.25	-	-
	41349SCHG	31-Aug	289.40	12/05/2006	289.40		-
Aug 2005 SUBTOTAL			289.40		289.40	-	-
	41858SCHG	30-Sep	464.22	12/05/2006	464.22		-
Sep 2005 SUBTOTAL			464.22		464.22	-	-
	510220128	22-Oct	325.58	12/05/2006	325.58		-
	42427SCHG	31-Oct	465.63	12/05/2006	465.63		-
Oct 2005 SUBTOTAL			791.21		791.21	-	-
	511040152	4-Nov	3,558.33	12/05/2006	3,558.33		-
	511190070	19-Nov	2,173.59	1/11/2007	2,152.50	21.09	0.00
	511190070	19-Nov	21.00	11/29/2006	21.00		-
	43016SCHG	30-Nov	421.68	12/05/2006	421.68		-
Nov 2005 SUBTOTAL			6,174.60		6,153.51	21.09	0.00
	* 43624SCHG	31-Dec	638.56	12/05/2006	638.56		-
	44237SCHG	31-Dec	20.03	12/05/2006	20.03		-
Dec 2005 SUBTOTAL			658.59		658.59	-	-
	44345SCHG	31-Jan	730.26				730.26
	45045SCHG	31-Jan	50.62	12/05/2006	50.62		-
Jan 2006 SUBTOTAL			780.88		50.62	-	730.26
	* 45143SCHG	28-Feb	876.96				876.96
	* 45724SCHG	28-Feb	237.77				237.77
Feb 2006 SUBTOTAL			1,114.73		-	-	1,114.73
	603130072	13-Mar	187.72	1/11/2007	187.72		-
	* 45749SCHG	31-Mar	27.21				27.21
	* 45808SCHG	31-Mar	1,407.45				1,407.45
	* 46385SCHG	31-Mar	198.13				198.13
Mar 2006 SUBTOTAL			1,820.51		187.72	-	1,632.79
	604030318	3-Apr	153.34	1/11/2007	153.34		-
	604120846	12-Apr	123.59	1/11/2007	123.59		-
	* 604181334	18-Apr	93.55	1/11/2007	91.55		2.00
	* 604211110	21-Apr	9,598.47	1/17/2007	5,000.00		4,598.47
	604211994	21-Apr	251.41	3/17/2008	251.41		-

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	604220072	22-Apr	1,068.98	1/11/2007	1,068.98		-
	604220072/PD	22-Apr	1,068.98	1/11/2007	1,068.98		-
*	604290124	29-Apr	4,332.25				4,332.25
*	46405SCHG	30-Apr	22.53				22.53
*	46457SCHG	30-Apr	233.68				233.68
*	46458SCHG	30-Apr	1,154.19				1,154.19
*	47030SCHG	30-Apr	186.40				186.40
Apr 2006 SUBTOTAL			18,287.37		7,757.85	-	10,529.52
	605030330	3-May	(2.55)	3/17/2008	(2.55)		-
	605040699	4-May	151.50	3/17/2008	151.50		-
	605040713	4-May	50.33	3/17/2008	50.33		-
*	605051521	5-May	6,010.38				6,010.38
	0785633PU	6-May	(6.82)	3/17/2008	(6.82)		-
*	605121069	12-May	6,614.33				6,614.33
*	605191468	19-May	4,070.51				4,070.51
*	605200105	20-May	4,307.46				4,307.46
*	605260530	26-May	8,721.03				8,721.03
*	605270115	27-May	3,238.22				3,238.22
*	47046SCHG	31-May	29.54				29.54
*	47115SCHG	31-May	310.03				310.03
*	47116SCHG	31-May	1,179.72				1,179.72
*	47698SCHG	31-May	39.35				39.35
*	47699SCHG	31-May	63.93				63.93
May 2006 SUBTOTAL			34,776.96		192.46	-	34,584.50
	60601KOV	1-Jun	(51.85)				(51.85)
*	606021508	2-Jun	9,937.78				9,937.78
*	606030058	3-Jun	1,721.94				1,721.94
	606050776	5-Jun	211.76	3/17/2008	211.76		-
*	606050778	5-Jun	49.21			0.82	48.39
	60606KOV	6-Jun	(42.15)	3/17/2008	(42.15)		-
	606070798	7-Jun	(15.27)	3/17/2008	(15.27)		-
*	606080396	8-Jun	38.79				38.79
*	606090875	9-Jun	8,362.95				8,362.95
*	606090876	9-Jun	326.10				326.10
	606120249	12-Jun	17.73	3/17/2008	17.73		-
	604060766/PD	13-Jun	(84.03)	3/17/2008	(84.03)		-
	604111359/PD	13-Jun	(10.52)	3/17/2008	(10.52)		-
*	606161338	16-Jun	8,203.33			25.59	8,177.74
*	606170035	17-Jun	1,278.73				1,278.73
	606201304	20-Jun	17.81	3/17/2008	17.81		-
*	606231348	23-Jun	7,883.72				7,883.72
*	606240121	24-Jun	1,367.91				1,367.91
*	606260161	26-Jun	864.55			854.27	10.28
	606271371	27-Jun	104.95	3/17/2008	104.95		-
*	606301180	30-Jun	5,426.26			18.51	5,407.75
*	606309017	30-Jun	146.97				146.97
*	606309023	30-Jun	45.20				45.20
	606309031	30-Jun	9.84	10/27/2006	9.84		-
*	47767SCHG	30-Jun	396.71				396.71
*	47768SCHG	30-Jun	854.29				854.29
*	48217SCHG	30-Jun	39.38				39.38
*	48219SCHG	30-Jun	152.28				152.28

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Jun 2006 SUBTOTAL			47,254.37		210.12	899.19	46,145.06
	607010110	1-Jul	9,587.81	9/26/2006	9,587.81		-
*	607030233	3-Jul	531.31			55.35	475.96
	607030419	3-Jul	3,517.45	3/17/2008	3,517.45		-
	607040211	4-Jul	85.62	3/17/2008	85.62		-
	607050744	5-Jul	12,004.58	1/29/08 3/17/08 :	12,004.58		-
	607070842	7-Jul	8,417.68	9/26/2006	8,417.68		-
	607100204	10-Jul	6,918.06	1/29/08 2/6/08 2/14/	6,918.06		0.00
	607120465	12-Jul	5,087.83	2/14/2008	5,087.83		-
*	607140918	14-Jul	13,726.01				13,726.01
*	607141486	14-Jul	3,748.83				3,748.83
*	607170135	17-Jul	585.18			523.14	42.04
	607170324	17-Jul	6,655.52	2/14/08 2/25/08	6,655.52		-
	607181321	18-Jul	20.76	2/25/2008	20.76		-
	0803055PU	18-Jul	(42.04)				(42.04)
	607190334	19-Jul	5,627.30	2/25/2008	5,627.30		-
	0805227PU	20-Jul	(66.21)	2/25/2008	(66.21)		-
	0805228PU	20-Jul	(50.58)	2/25/2008	(50.58)		-
	0805234PU	20-Jul	(49.42)	2/25/2008	(49.42)		-
*	607211356	21-Jul	7,649.79			25.66	7,624.13
*	607220052	22-Jul	1,945.76			1523.76	422.00
	607220052	22-Jul	1,500.59	9/26/2006	1,500.59		-
	0805229PU	22-Jul	(441.62)				(441.62)
	607240014	24-Jul	24.94	9/26/2006	24.94		-
*	607240643	24-Jul	5,193.03	2/25/2008	1,584.26	5.82	3,602.95
	607240644	24-Jul	103.92	2/25/2008	103.92		-
*	607260384	26-Jul	8,373.02			11.68	8,361.34
	607271240	27-Jul	20.76	2/25/2008	20.76		-
*	607280856	28-Jul	4,362.29				4,362.29
*	607281502	28-Jul	10,318.52			75.69	10,242.83
*	607290127	29-Jul	1,928.60				1,928.60
*	607310275	31-Jul	2,598.40			34.58	2,563.82
*	48234SCHG	31-Jul	68.91				68.91
*	48282SCHG	31-Jul	674.09				674.09
	48283SCHG	31-Jul	994.31	9/26/2006	994.31		-
*	48784SCHG	31-Jul	63.23				63.23
*	48785SCHG	31-Jul	275.97				275.97
Jul 2006 SUBTOTAL			121,940.20		61,985.18	2,255.68	57,699.34
	608020566	2-Aug	290.95	10/11/2006	290.95		-
	608041048	4-Aug	948.96	10/11/2006	948.96		-
	608041778	4-Aug	39.39	10/11/2006	39.39		-
	608050094	5-Aug	115.32	10/11/2006	115.32		-
	608059038	5-Aug	5.86	10/11/2006	5.86		-
	608111284	11-Aug	10,403.88	10/11/2006	10,403.88		-
	608120037	12-Aug	271.95	10/11/2006	271.95		-
	608129056	12-Aug	51.18	10/11/2006	51.18		-
	608190074	19-Aug	60.70	10/11/2006	60.70		-
	608250069	25-Aug	6,607.89	10/11/2006	6,607.89		-
	608260087	26-Aug	1,172.54	10/11/2006	1,172.54		-
	608291336	29-Aug	31.38	10/11/2006	31.38		-
Aug 2006 SUBTOTAL			20,000.00		20,000.00	-	-
	609020130	2-Sep	544.67	11/29/2006	544.67		-

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	609220074	22-Sep	5,915.39	11/29/2006	5,915.39		-
	0809117PU	26-Sep	(109.19)	9/26/2006	(109.19)		-
	0811446PU	26-Sep	(327.57)	9/26/2006	(327.57)		-
	0814132PU	26-Sep	(88.57)	9/26/2006	(88.57)		-
	609290771	29-Sep	4,863.03	11/29/2006	4,863.03		-
	609300087	30-Sep	826.45	11/29/2006	826.45		-
	* 49796SCHG	30-Sep	3,131.99				3,131.99
Sep 2006 SUBTOTAL			14,756.20		11,624.21	-	3,131.99
	610070075	7-Oct	1,152.46	11/29/2006	1,152.46		-
	* 50367SCHG	31-Oct	3,590.82				3,590.82
Oct 2006 SUBTOTAL			4,743.28		1,152.46	-	3,590.82
	* 50943SCHG	30-Nov	3,262.44				3,262.44
Nov 2006 SUBTOTAL			3,262.44		-	-	3,262.44
	61205KOVOR	5-Dec		12/05/2006	16.54		(16.54)
	* 51533SCHG	31-Dec	3,104.04				3,104.04
Dec 2006 SUBTOTAL			3,104.04		16.54	-	3,087.50
	604030318/PD	11-Jan	(153.34)				(153.34)
	604030318/PD	11-Jan	153.34	1/11/2007	153.34		-
	604220072/PD	11-Jan	(1,068.98)				(1,068.98)
	* 52193SCHG	31-Jan	2,896.48				2,896.48
Jan 2007 SUBTOTAL			1,827.50		153.34	-	1,674.16
	* 52737SCHG	28-Feb	2,548.36				2,548.36
Feb 2007 SUBTOTAL			2,548.36		-	-	2,548.36
	* 53293SCHG	31-Mar	2,821.41				2,821.41
Mar 2007 SUBTOTAL			2,821.41		-	-	2,821.41
	* 53876SCHG	30-Apr	2,730.37				2,730.37
Apr 2007 SUBTOTAL			2,730.37		-	-	2,730.37
	* 54438SCHG	31-May	2,821.41				2,821.41
May 2007 SUBTOTAL			2,821.41		-	-	2,821.41
	* 54943SCHG	30-Jun	2,730.37				2,730.37
Jun 2007 SUBTOTAL			2,730.37		-	-	2,730.37
	* 55484SCHG	31-Jul	2,821.41				2,821.41
Jul 2007 SUBTOTAL			2,821.41		-	-	2,821.41
	* 56043SCHG	31-Aug	2,821.41				2,821.41
Aug 2007 SUBTOTAL			2,821.41		-	-	2,821.41
	* 56651SCHG	30-Sep	2,730.37				2,730.37
Sep 2007 SUBTOTAL			2,730.37		-	-	2,730.37
	* 57208SCHG	31-Oct	2,821.41				2,821.41
Oct 2007 SUBTOTAL			2,821.41		-	-	2,821.41
	* 57740SCHG	30-Nov	2,730.37				2,730.37
Nov 2007 SUBTOTAL			2,730.37		-	-	2,730.37
	* 58279SCHG	31-Dec	2,821.41				2,821.41
Dec 2007 SUBTOTAL			2,821.41		-	-	2,821.41
	* 58866SCHG	31-Jan	2,821.41				2,821.41
Jan 2008 SUBTOTAL			2,821.41		-	-	2,821.41
	* 59365SCHG	29-Feb	2,639.34				2,639.34
Feb 2008 SUBTOTAL			2,639.34		-	-	2,639.34
	* 59864SCHG	31-Mar	2,170.48				2,170.48
Mar 2008 SUBTOTAL			2,170.48		-	-	2,170.48

COMPANY TOTAL 333,813.35 125,427.00 3,173.71 205,212.64

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CASH RECEIPTS							
		2/25/2008	Cash		10,000.00		
		2/14/2008	Cash		10,000.00		
		2/06/2008	Cash		5,763.00		
		1/29/2008	Cash		5,000.00		
		5/25/2007	Cash		11,341.00		
		1/17/2007	Cash		5,000.00		
		1/11/2007	Cash		5,000.00		
		11/29/2006	Cash		13,323.00		
		11/28/2006	Cash		10,000.00		
		10/27/2006	Cash		10,000.00		
		10/11/2006	Cash		20,000.00		
		9/26/2006	Cash		20,000.00		
		TOTAL			<u>125,427.00</u>		

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A/R - SIXTH AVENUE FOOD SERVICES 324293

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CUST #	INVOICE #	DATE	AMOUNT	CK	Amount	W/O	Open
324293	*48845SCHG	31-Aug	1,274.50			34.42	1,240.08
Aug 2006 SUBTOTAL			1,274.50		-	34.42	1,240.08
324293	610061334	6-Oct	5,625.46	12/27/2006	5,625.46		-
324293	610069017	6-Oct	342.68	12/27/2006	342.68		-
324293	610131457	13-Oct	1,454.36	12/27/2006	1,454.36		-
324293	610140054	14-Oct	598.18	12/27/2006	598.18		-
324293	610201040	20-Oct	9,407.76	12/27/2006	9,407.76		-
324293	610201596	20-Oct	184.94	12/27/2006	184.94		-
324293	610241280	24-Oct	258.95	12/27/2006	258.95		-
324293	610280097	28-Oct	9,506.11	1/17/2007	9,506.11		-
324293	610289035	28-Oct	191.24	12/27/2006	191.24		-
324293	*49955SCHG	31-Oct	178.99				178.99
Oct 2006 SUBTOTAL			27,748.67		27,569.68	-	178.99
324293	611031002	3-Nov	15,663.68	1/17/07 1/23/07	15,663.68		-
324293	611031003	3-Nov	2,379.76	1/23/2007	2,379.76		-
324293	611040266	4-Nov	(334.00)	1/23/2007	(334.00)		-
324293	611101332	10-Nov	10,407.66	3/21/2007	10,407.66		-
324293	611110219	11-Nov	21.15			21.15	-
324293	611110326	11-Nov	(163.88)	3/21/2007	(163.88)		-
324293	*611171219	17-Nov	10,833.17			14.74	10,818.43
324293	611180253	18-Nov	(61.60)			(61.60)	-
324293	*611181113	18-Nov	2,546.55	3/21/2007	1,953.22	13.27	580.06
324293	*611221301	22-Nov	479.57				479.57
324293	*611241026	24-Nov	12,817.97				12,817.97
324293	*611250038	25-Nov	4,997.94			84.17	4,913.77
324293	*611281287	28-Nov	97.46				97.46
324293	*611281300	28-Nov	55.59				55.59
324293	611281395	28-Nov	10.61			10.61	-
324293	*611281409	28-Nov	98.81				98.81
324293	*611290839	29-Nov	2,351.22				2,351.22
324293	*50523SCHG	30-Nov	132.96				132.96
Nov 2006 SUBTOTAL			62,334.62		29,906.44	82.34	32,345.84
324293	612011106	1-Dec	15,334.50	2531	15,334.50		-
324293	612020087	2-Dec	2,091.57	2531	2,118.92		(27.35)
324293	612020115	2-Dec	31.12			31.12	-
324293	612051646	5-Dec	(27.35)	2531	(27.35)		-
324293	0842012PU	6-Dec	(327.57)	12/27/2006	(327.57)		-
324293	612081524	8-Dec	15,021.69	2531	15,021.69		-
324293	612090068	9-Dec	1,887.73	2531	1,887.73		-
324293	612151429	15-Dec	15,572.22	2531	15,572.22		-
324293	612160082	16-Dec	1,791.81	2531	1,791.81		-
324293	612220287	22-Dec	15,319.33	2/1/2007	15,319.33		-
324293	612229034	22-Dec	297.89	2/1/2007	297.89		-
324293	612230695	23-Dec	8,043.22	2/1/07 2/8/07	8,043.22		0.00
324293	612230696	23-Dec	646.65	2/8/2007	646.65		-
324293	*612230915	23-Dec	91.26				91.26
324293	612271203	27-Dec	(226.82)	2/1/2007	(226.82)		-
324293	612291443	29-Dec	17,985.70	2/8/2007	17,984.77	0.93	0.00
324293	701020036	2-Jan	(395.04)	2/8/2007	(395.04)		-
324293	*51100SCHG	31-Dec	388.53				388.53
Dec 2006 SUBTOTAL			93,526.44		93,041.95	32.05	452.44
324293	701029001	2-Jan	1,375.43	4/6/07 b	1,375.43		-

SYSCO FOOD SERVICES OF METRO NEW YORK, LLC
A/R - SIXTH AVENUE FOOD SERVICES 324293

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CUST #	INVOICE #	DATE	AMOUNT	CK	Amount	W/O	Open
324293	701040592	4-Jan	309.60	4/6/07 a	309.60		-
324293	701051408	5-Jan	9,162.30	4/6/07 b	9,162.30		-
324293 *	701060156	6-Jan	3,430.35				3,430.35
324293	0849342PU	9-Jan	(25.30)	4/6/07 a	(25.30)		-
324293	701121055	12-Jan	9,317.04	4/6/07 b	9,314.63	2.41	0.00
324293	701130260	13-Jan	6,316.79	4/6/07 a	6,320.70	(3.91)	0.00
324293 *	701191140	19-Jan	7,984.07			112.55	7,871.52
324293	701200358	20-Jan	8.59	4/6/07 b	8.59		-
324293	701200364	20-Jan	139.05	4/6/07 b	139.05		-
324293 *	701261432	26-Jan	5,794.47				5,794.47
324293 *	701261735	26-Jan	50.72				50.72
324293 *	701270173	27-Jan	1,650.86				1,650.86
324293 *	71720SCHG	31-Jan	741.56				741.56
Jan 2007 SUBTOTAL			46,255.53		26,605.00	111.05	19,539.48
324293	702021570	2-Feb	8,024.20	5/2/2007	8,024.20		-
324293	702091741	9-Feb	9,599.01	5/2/2007	9,597.62	1.39	(0.00)
324293	702100146	10-Feb	53.15	5/2/2007	53.15		-
324293	702130252	13-Feb	103.73	5/15/2007	103.73		-
324293	702140867	14-Feb	9.02	5/15/2007	9.02		-
324293	702140903	14-Feb	2,258.42	5/2/2007	2,258.42		-
324293	702150982	15-Feb	66.61	5/2/2007	66.61		-
324293	702161282	16-Feb	13,174.87	5/15/2007	13,174.87		-
324293	702170073	17-Feb	2,587.21	5/15/2007	2,587.21		-
324293	702211071	21-Feb	329.91	5/15/2007	329.91		-
324293	702220269	22-Feb	3,243.49	5/15/2007	3,243.49		-
324293 *	702231418	23-Feb	12,454.48	5/15/2007	551.77		11,902.71
324293 *	52375SCHG	28-Feb	957.33				957.33
Feb 2007 SUBTOTAL			52,861.43		40,000.00	1.39	12,860.04
324293	703021037	2-Mar	9,965.84	7/13/2007	9,965.84		-
324293	703030102	3-Mar	168.32	8/20/2007	168.32		-
324293	703030179	3-Mar	34.23	7/13/07 8/20/07	34.23		-
324293	0862509PU	3-Mar	(49.96)	8/20/2007	(49.96)		-
324293	703091631	9-Mar	7,956.03	8/20/2007	7,956.03		-
324293	703100123	10-Mar	1,079.15	8/20/2007	1,079.15		-
324293 *	703161684	16-Mar	9,245.82	8/20/2007	846.39	46.32	8,353.11
324293 *	703170091	17-Mar	54.16				54.16
324293 *	703231255	23-Mar	9,664.09				9,664.09
324293 *	703240104	24-Mar	1,569.77				1,569.77
324293 *	703301566	30-Mar	10,577.49				10,577.49
324293 *	703310135	30-Mar	1,787.90			51.33	1,736.57
324293 *	52925	31-Mar	1,089.40				1,089.40
Mar 2007 SUBTOTAL			53,142.24		20,000.00	97.65	33,044.59
324293 *	704061551	6-Apr	11,657.40			74.16	11,583.24
324293 *	704070044	7-Apr	5,824.49				5,824.49
324293 *	704070179	7-Apr	43.73				43.73
324293 *	704070180	7-Apr	41.88				41.88
324293 *	704131639	13-Apr	10,749.10				10,749.10
324293 *	704140059	14-Apr	4,392.72				4,392.72
324293 *	704201363	20-Apr	10,348.26				10,348.26
324293 *	704210166	21-Apr	3,293.91				3,293.91
324293 *	704210241	21-Apr	681.58				681.58
324293 *	704210247	21-Apr	492.89				492.89

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324293 *	704260176	26-Apr	2,010.97				2,010.97
324293 *	704271528	27-Apr	6,623.96			886.11	5,737.85
324293 *	704280087	28-Apr	1,068.25			40.46	1,027.79
324293 *	53502SCHG	30-Apr	1,371.15				1,371.15
Apr 2007 SUBTOTAL			58,600.29			1,000.73	57,599.56
324293	705040950	4-May	9,149.04	7/30/2007	9,149.04		-
324293	0879735PU	5-May	(37.65)	7/30/2007	(37.65)		-
324293	705111476	11-May	6,740.41	7/30/2007	6,740.41		-
324293	705120098	12-May	133.30	7/30/2007	133.30		-
324293 *	705181394	18-May	7,376.42	7/30/2007	1,834.22		5,542.20
324293	705190030	19-May	1,204.71	7/30/2007	1,204.71		-
324293	705190204	19-May	92.97	7/30/2007	92.97		-
324293 *	705251842	25-May	14,166.56	9/4/2007	10,000.00	120.04	4,046.52
324293 *	705260184	26-May	4,370.49			15.80	4,354.69
324293 *	705310087	31-May	1,911.50				1,911.50
324293 *	54107SCHG	31-May	1,667.96				1,667.96
May 2007 SUBTOTAL			46,775.71		29,117.00	135.84	17,522.87
324293	706011122	1-Jun	70.81	11/9/2007	70.81		-
324293	706011182	1-Jun	54.95	11/9/2007	54.95		-
324293	706011798	1-Jun	9,471.33	11/9/2007	9,471.33		-
324293 *	706020126	2-Jun	1,389.20	11/9/2007	131.66		1,257.54
324293	706060869	6-Jun	271.25	11/9/2007	271.25		-
324293	706080788	8-Jun	9,450.23	11/21/2007	9,450.23		-
324293 *	706090720	9-Jun	924.17	11/21/2007	549.77		374.40
324293	706151721	15-Jun	8,745.59	11/29/2007	8,745.59		-
324293	706160100	16-Jun	1,014.59	11/29/2007	1,014.59		-
324293	706160242	16-Jun	39.34	11/29/2007	39.34		-
324293 *	706221410	22-Jun	13,256.20	11/29/2007	200.48		13,055.72
324293 *	706230245	23-Jun	1,545.66				1,545.66
324293 *	706230299	23-Jun	8.65				8.65
324293 *	706230328	23-Jun	18.63				18.63
324293 *	706260783	26-Jun	24.50				24.50
324293 *	706281083	28-Jun	1,240.08				1,240.08
324293 *	706290213	29-Jun	8,638.17				8,638.17
324293 - *	706300162	30-Jun	2,661.95	707031023		33.87	2,628.08
324293 *	706309019	30-Jun	33.87				33.87
324293 *	54661SCHG	30-Jun	2,282.14				2,282.14
Jun 2007 SUBTOTAL			61,141.31		30,000.00	33.87	31,107.44
324293	707060794	6-Jul	11,787.96	9/4/07 9/28/07	11,787.60	0.36	(0.00)
324293 *	707061402	6-Jul	100.19				100.19
324293	707070104	7-Jul	2,062.02	9/28/2007	2,062.02		-
324293 *	707070250	7-Jul	43.73				43.73
324293	707130822	13-Jul	7,839.69	9/28/2007	8,263.37		(423.68)
324293	707201608	20-Jul	9,320.18	9/28/07 10/2/07	9,320.18		-
324293	707210174	21-Jul	1,563.92	10/2/2007	1,563.92		-
324293 *	707240852	24-Jul	10.88				10.88
324293 *	707240861	24-Jul	31.41				31.41
324293	707270992	27-Jul	10,359.33	10/2/2007	10,359.33		-
324293	707280114	28-Jul	1,000.58	10/2/2007	1,000.58		-
324293 *	707311208	31-Jul	104.69				104.69
324293 *	55184SCHG	31-Jul	2,984.02				2,984.02
Jul 2007 SUBTOTAL			47,208.60		44,357.00	0.36	2,851.24

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324293	708030826	3-Aug	12,433.91	10/4/2007	12,440.20		(6.29)
324293	* 708040236	4-Aug	36.25				36.25
324293	708101452	10-Aug	11,845.36	10/4/2007	11,867.04		(21.68)
324293	* 708110103	11-Aug	1,329.52	10/4/2007	1,235.48	51.96	42.08
324293	* 708110104	11-Aug	528.15	10/4/2007	503.24		24.91
324293	* 708110223	11-Aug	12.36				12.36
324293	* 708171580	17-Aug	6,872.25	10/4/2007	6,869.25		3.00
324293	* 708180140	18-Aug	137.40				137.40
324293	* 708180194	18-Aug	29.16				29.16
324293	* 708180218	18-Aug	67.17				67.17
324293	* 708180219	18-Aug	107.75				107.75
324293	* 708241249	24-Aug	94.18				94.18
324293	708241611	24-Aug	12,182.65	10/4 10/5/07	12,321.81		(139.16)
324293	708250137	25-Aug	1,212.75	10/5/2007	1,212.75		-
324293	708290751	29-Aug	2,696.22	10/5/2007	2,696.22		-
324293	708311654	31-Aug	3,166.55	10/5/2007	3,166.55		-
324293	* 55744SCHG	31-Aug	3,433.17				3,433.17
Aug 2007 SUBTOTAL			56,184.80		52,312.54	51.96	3,820.30
324293	709010075	1-Sep	14,342.80	11/13/2007	14,342.80		-
324293	* 709010076	1-Sep	2,402.88	11/13/2007	1,748.20		654.68
324293	709071602	7-Sep	6,608.56	11/2/2007	6,608.56		-
324293	709080092	8-Sep	1,445.42	11/2/2007	1,445.42		-
324293	709141578	14-Sep	8,573.36	11/2/2007	8,573.36		-
324293	709210895	21-Sep	5,705.14	11/2/07 11/5/07	5,705.12	0.02	0.00
324293	709220127	22-Sep	1,493.35	11/5/2007	1,493.35		-
324293	* 709251370	25-Sep	31.41				31.41
324293	709282033	28-Sep	10,691.53	11/5/2007	10,728.31		(36.78)
324293	709290195	29-Sep	1,153.88	11/5/2007	1,153.88		-
324293	* 56325SCHG	30-Sep	3,339.85				3,339.85
Sept 2007 SUBTOTAL			55,788.18		51,799.00	0.02	3,989.16
324293	* 710021012	2-Oct	528.52				528.52
324293	* 710021015	2-Oct	43.22				43.22
324293	710051262	5-Oct	12,931.78	12/3/2007	13,044.14		(112.36)
324293	* 710051712	5-Oct	9.54				9.54
324293	710060058	6-Oct	7,731.82	12/3 12/17	8,013.95		(282.13)
324293	710060220	6-Oct	484.15	12/17/2007	484.15		-
324293	710120770	12-Oct	8,719.80	12/17/2007	8,740.89		(21.09)
324293	710130195	13-Oct	1,108.09	12/17/2007	1,108.09		-
324293	710130310	13-Oct	51.97	12/17/2007	51.97		-
324293	710161181	16-Oct	69.70	12/17/2007	69.70		-
324293	710191452	19-Oct	11,995.48	12/17/2007	11,995.48		-
324293	710192076	19-Oct	23.13	12/17/2007	23.13		-
324293	710200141	20-Oct	4,951.03	12/17/2007	4,951.03		-
324293	710230643	23-Oct	12.15	12/17/2007	12.15		-
324293	710250963	25-Oct	29.11	12/17/2007	29.11		-
324293	710261443	26-Oct	125.50	12/17/2007	125.50		-
324293	710261575	26-Oct	13,437.31	12/17/2007	13,507.83		(70.52)
324293	710261576	26-Oct	1,829.50	12/17/2007	1,928.89		(99.39)
324293	710270124	27-Oct	3,554.20	12/17/2007	3,554.20		-
324293	710270235	27-Oct	67.79	12/17/2007	67.79		-
324293	* 56923SCHG	31-Oct	3,454.60				3,454.60
Oct 2007 SUBTOTAL			71,158.39		67,708.00	-	3,450.39

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324293	711021600	2-Nov	12,442.98	1/2/2008	12,442.48	0.50	-
324293	711030133	3-Nov	2,450.16	1/2/2008	2,468.54		(18.38)
324293	711030290	3-Nov	756.90	1/17/2008	756.90		-
324293	711030294	3-Nov	71.30	1/17/2008	71.30		-
324293	711030297	3-Nov	122.64	1/17/2008	122.64		-
324293	711061064	6-Nov	178.57	1/17/2008	178.57		-
324293	711061072	6-Nov	54.12	1/17/2008	54.12		-
324293	711070199	7-Nov	(32.50)	1/17/2008	(32.50)		-
324293	711091736	9-Nov	12,150.24	1/2/08 1/7/08	12,214.35		(64.11)
324293	711100111	10-Nov	7,373.70	1/7/2008	7,373.70		-
324293	711100225	10-Nov	48.84	1/17/2008	48.84		-
324293	711100234	10-Nov	350.01	1/17/2008	350.01		-
324293	711161579	16-Nov	7,948.48	1/7/2008	7,947.60	0.88	(0.00)
324293	711170119	17-Nov	4,646.48	1/17/2008	4,646.48		-
324293	711200685	20-Nov	627.51	1/17/2008	627.51		-
324293 *	711210192	21-Nov	10,824.82	2/6/2008	10,642.00		182.82
324293 *	711230749	23-Nov	5,751.54	1/17/2008	3,176.13	197.42	2,377.99
324293	711231801	23-Nov	62.38				62.38
324293	711240109	24-Nov	8,358.64	1/11/2008	8,358.64		-
324293	711280162	28-Nov	2,707.33	1/7/2008	2,707.33		-
324293	711281311	28-Nov	44.62	1/11/2008	44.62		-
324293	711290942	29-Nov	107.25	1/11/2008	107.25		-
324293 *	711301552	30-Nov	3,820.05	1/11/2008	1,489.49		2,330.56
324293 *	711301998	30-Nov	741.45				741.45
324293 *	711302003	30-Nov	226.79				226.79
324293 *	57460SCHG	30-Nov	3,230.36				3,230.36
Nov 2007 SUBTOTAL			85,064.66		75,796.00	198.80	9,069.86
324293 *	712010058	1-Dec	13,015.44				13,015.44
324293 *	712010059	1-Dec	1,843.81				1,843.81
324293 *	712040962	4-Dec	72.74				72.74
324293	712041473	4-Dec	(120.88)				(120.88)
324293 *	712071772	7-Dec	11,486.31				11,486.31
324293 *	712080081	8-Dec	7,337.08				7,337.08
324293 *	712120222	12-Dec	5,872.81				5,872.81
324293 *	712139021	13-Dec	99.09				99.09
324293 *	712141670	14-Dec	7,666.85				7,666.85
324293 *	712150095	15-Dec	8,224.37				8,224.37
324293 *	712200148	20-Dec	2,740.10				2,740.10
324293 *	712210735	21-Dec	13,250.36				13,250.36
324293 *	712220173	22-Dec	10,949.12				10,949.12
324293	712220300	22-Dec	(25.97)				(25.97)
324293 *	712270248	27-Dec	7,846.21				7,846.21
324293 *	712280874	28-Dec	12,857.85				12,857.85
324293 *	712290183	29-Dec	8,129.87				8,129.87
324293 *	58002SCHG	31-Dec	3,171.93				3,171.93
Dec 2007 SUBTOTAL			114,417.09		-	-	114,417.09
324293 *	801040596	4-Jan	12,150.61				12,150.61
324293 *	801110058	11-Jan	8,372.10				8,372.10
324293 *	801190078	19-Jan	12,894.53			145.27	12,749.26
324293 *	801251461	25-Jan	11,046.62			38.96	11,007.66
324293 *	801260184	26-Jan	31.41				31.41
324293 *	801260187	26-Jan	33.27				33.27

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324293 *	58568SCHG	31-Jan	3,230.76				3,230.76
Jan 2008 SUBTOTAL			47,759.30		-	184.23	47,575.07
324293 *	802010941	1-Feb	11,815.81			68.95	11,746.86
324293 *	802020069	2-Feb	917.37				917.37
324293 *	802090315	9-Feb	5,040.78				5,040.78
324293 *	802130109	13-Feb	10,265.57			6.23	10,259.34
324293 *	802140186	14-Feb	673.84			91.47	582.37
324293 *	802160106	16-Feb	1,366.11				1,366.11
324293 *	802200183	22-Feb	5,950.98				5,950.98
324293 *	802230121	22-Feb	1,948.72				1,948.72
324293 *	59141SCHG	29-Feb	4,025.97				4,025.97
Feb 2008 SUBTOTAL			42,005.15		-	166.65	41,838.50
324293 *	803010102	1-Mar	10,920.06				10,920.06
324293 *	803041247	4-Mar	266.36				266.36
324293 *	803080051	8-Mar	7,957.99				7,957.99
324293 *	803110948	11-Mar	31.41				31.41
324293 *	59646SCHG	31-Mar	5,256.90				5,256.90
Mar 2008 SUBTOTAL			24,432.72		-	-	24,432.72

COMPANY TOTAL 1,047,679.68 588,212.61 2,411.36 457,395.66

CASH RECEIPTS

12/27/2006	Cash	17,736.00	
1/17/2007	Cash	10,577.00	
1/23/2007	Cash	16,638.55	Paid by Jekyll & Hyde Club
2/1/2007	Cash	20,000.00	
2/8/2007	Cash	21,670.00	
2/26/2007	2531	51,699.52	Paid by Jekyll & Hyde Club
3/21/2007	Cash	12,197.00	
4/6/2007	Cash	6,605.00	
4/6/2007	Cash	20,000.00	
5/2/2007	Cash	20,000.00	
5/15/2007	Cash	20,000.00	
7/13/2007	Cash	10,000.00	
7/30/2007	Cash	19,117.00	
8/20/2007	Cash	10,000.00	
8/30/2007	Cash	20,000.00	
		(20,000.00)	
8/31/2007	Cash	20,000.00	
		(20,000.00)	
9/4/2007	Cash	4,357.00	
9/4/2007	Cash	10,000.00	
9/28/2007	Cash	20,000.00	
10/2/2007	Cash	20,000.00	
10/4/2007	Cash	24,307.24	Paid by Jekyll & Hyde Club
10/4/2007	Cash	24,307.24	
10/5/2007	Cash	15,522.00	
11/2/2007	Cash	20,000.00	

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	11/5/2007	Cash	15,708.00				
	11/9/2007	Cash	10,000.00				
	11/13/2007	Cash	16,091.00				
	11/21/2007	Cash	10,000.00				
	11/29/2007	Cash	10,000.00				
	12/3/2007	Cash	20,000.00				
	12/17/2007	Cash	47,708.00				
	1/2/2008	Cash	20,000.00				
	1/7/2008	Cash	25,154.00				
	1/11/2008	Cash	10,000.00				
	1/17/2008	Cash	10,000.00				
	2/6/2008	Cash	10,642.00				

TOTAL 588,212.61

EXHIBIT E

5/29/08 12:00:25 Ship To Obligations
 Co 076 + Shp 324285 + 8L/NPY JEKYL & HYDE C Open Items ARGCCD04 ARDCCD04
 NEW YORK NY Base Currency: USD Processing Currency: USD 315651.69

O	Obl	Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN							REL GT		
-	8/02/06	INV	608020244		7		9/30/06	9108.85	
-	8/07/06	INV	608070184		7		9/30/06	4894.61	
-	8/09/06	INV	608090172		7		9/30/06	8884.81	
-	8/14/06	INV	608140573		7		9/30/06	6327.77	
-	8/16/06	INV	608160036		7		9/30/06	8147.04	
-	8/21/06	INV	608210269		7		9/30/06	989.10	
-	8/23/06	INV	608230653		7		9/30/06	6096.86	
-	8/28/06	INV	608280606		7		9/30/06	6214.73	
-	8/30/06	INV	608300351		7		9/30/06	3830.70	
-	8/31/06	INT	48844SCHG		7		9/30/06	808.83	
-	9/30/06	INT	49388SCHG		7		10/30/06	120.19	
-	10/02/06	INV	610020677		7		11/30/06	7959.94	
-	10/02/06	INV	610020678		7		11/30/06	423.25	
-	10/04/06	INV	610040719		7		11/30/06	8824.59	

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

9,108.85+
 4,894.61+
 8,884.81+
 6,327.77+
 8,147.04+
 989.10+
 6,096.86+
 6,214.73+
 3,830.70+
 808.83+
 120.19+
 7,959.94+
 423.25+
 8,824.59+
 72,631.27*+

\$72,631.27

Ps. 1

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JERYLL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD

O P E N O B L I G A T I O N S

O	Obl	Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN							REL GT		
-	10/07/06	INV	610070069		7	11/30/06		555.95	
-	10/09/06	INV	610090037		7	11/30/06		8014.91	
-	10/11/06	INV	610110709		7	11/30/06		3001.06	
-	10/16/06	INV	610160715		7	11/30/06		5281.35	
-	10/18/06	INV	610180472		7	11/30/06		1854.22	
-	10/23/06	INV	610230324		7	11/30/06		8164.02	
-	10/24/06	INV	610240052		7	11/30/06		1081.52	
-	10/25/06	INV	610250432		7	11/30/06		5509.59	
-	10/30/06	INV	610300447		7	11/30/06		2702.18	
-	10/31/06	INT	499548CHG		7	11/30/06		597.60	
-	10/31/06	INV	610310341		7	11/30/06		873.64	
-	11/01/06	INV	611010274		7	12/30/06		8437.44	
-	11/09/06	INV	611091357		7	12/30/06		7.22	DROP/SHIP
-	11/13/06	INV	611130813		7	12/30/06		58.91	short +

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

0.*

555.95+
 8,014.91+
 3,001.06+
 5,281.35+
 1,854.22+
 8,164.02+
 1,081.52+
 5,509.59+
 2,702.18+
 597.60+
 873.64+
 8,437.44+
 7.22+
 58.91+
 46,139.61*+

\$46,139.61

Pg. 2

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYLL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

O	Obl Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN						REL GT		
-	11/14/06	INV	611141319	7		12/30/06	30.74	DROP/SHIP
-	11/21/06	INV	611210259	7		12/30/06	342.16	
-	11/21/06	INV	611211432	7		12/30/06	50.47	DROP/SHIP
-	11/24/06	INV	611241828	7		12/30/06	74.35	DROP/SHIP
-	11/28/06	INV	611281314	7		12/30/06	165.92	DROP/SHIP
-	11/28/06	INV	611281321	7		12/30/06	140.06	DROP/SHIP
-	11/30/06	INT	50522SCHG	7		12/30/06	1090.61	
-	12/04/06	INV	612040773	7		1/30/07	37.40	shot
-	12/05/06	INV	612051463	7		1/30/07	551.89	DROP/SHIP
-	12/07/06	INV	612071480	7		1/30/07	10.77	DROP/SHIP
-	12/08/06	INV	612082024	7		1/30/07	106.76	DROP/SHIP
-	12/13/06	INV	612130728	7		1/30/07	53.10-	
-	12/13/06	INV	612131253	7		1/30/07	42.62	DROP/SHIP
-	12/19/06	INV	612191381	7		1/30/07	37.02	DROP/SHIP +

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Ing
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

0.*

30.74+
 342.16+
 50.47+
 74.35+
 165.92+
 140.06+
 1,090.61+
 37.40+
 551.89+
 10.77+
 106.76+
 53.10-
 42.62+
 37.02+
 2,627.67*+

\$2,627.67

Pg. 3

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD

O P E N O B L I G A T I O N S

O	Obl Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN						REL GT		
-	12/20/06	INV	612200498	7		1/30/07	150.42	
-	12/20/06	INV	612200499	7		1/30/07	135.60	Skut
-	12/21/06	INV	612210845	7		1/30/07	53.38	DROP/SHIP
-	12/23/06	INV	612230896	7		1/30/07	53.38	DROP/SHIP
-	12/28/06	INV	612281272	7		1/30/07	36.35	DROP/SHIP
-	12/29/06	INV	612291830	7		1/30/07	1468.26	DROP/SHIP
-	12/31/06	INT	51099SCHG	7		1/30/07	1580.45	
-	1/25/07	INV	701251002	7		2/28/07	155.22	
-	1/31/07	INT	51719SCHG	7		2/28/07	1916.66	
-	2/05/07	INV	702050161	7		3/30/07	4010.75	
-	2/06/07	INV	702061334	7		3/30/07	35.48	DROP/SHIP
-	2/07/07	INV	702070338	7		3/30/07	1880.98	
-	2/08/07	INV	702081380	7		3/30/07	20.15	DROP/SHIP
-	2/12/07	INV	702120782	7		3/30/07	7318.16	

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

150.42+
 135.60+
 53.38+
 53.38+
 36.35+
 1,468.26+
 1,580.45+
 155.22+
 1,916.66+
 4,010.75+
 35.48+
 1,880.98+
 20.15+
 7,318.16+
 7,318.16-
 7,318.16+
 18,815.24*+

\$ 18,815.24

Ps. 4

5/23/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYLL & HYDE C Open Items 315651.69
 NEWYORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
					REL GT		
5/19/07	INV	702190586		7	3/30/07	8077.21	
5/20/07	INV	702201296		7	3/30/07	49.01	DROP/SHIP
5/21/07	INV	702210829		7	3/30/07	9740.36	
5/22/07	INV	702221428		7	3/30/07	54.10	DROP/SHIP
5/22/07	INV	702221453		7	3/30/07	261.10	DROP/SHIP
5/22/07	INV	702221473		7	3/30/07	80.74	DROP/SHIP
5/26/07	INV	702260733		7	3/30/07	2203.13	
5/27/07	INV	702271141		7	3/30/07	2.27	DROP/SHIP
5/28/07	INT	52374SCHG		7	3/30/07	2209.74	
5/35/07	INV	703050733		7	4/30/07	6629.07	
5/37/07	INV	703070837		7	4/30/07	1797.96	
5/38/07	INV	703081356		7	4/30/07	54.10	DROP/SHIP
5/32/07	INV	703120706		7	4/30/07	6870.44	
5/34/07	INV	703140111		7	4/30/07	27.52	DROP/SHIP +

2=Notes 3=Recon 5=Display 6=Oblg Inq
 Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

8,077.21+
 49.01+
 9,740.36+
 54.10+
 261.10+
 80.74+
 2,203.13+
 2.27+
 2,209.74+
 6,629.07+
 1,797.96+
 54.10+
 6,870.44+
 27.52+
 38,056.75*+

\$ 38,056.75

Pg. 5

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYLL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

O	Obl	Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN							REL GT		
---	3/14/07	INV	703141009		7	4/30/07		9158.60	
---	3/19/07	INV	703190677		7	4/30/07		4427.58	
---	3/20/07	INV	703201192		7	4/30/07		85.25	DROP/SHIP
---	3/20/07	INV	703201288		7	4/30/07		59.31	DROP/SHIP
---	3/20/07	INV	703201301		7	4/30/07		65.90	DROP/SHIP
---	3/20/07	INV	703201305		7	4/30/07		106.34	DROP/SHIP
---	3/21/07	INV	703210956		7	4/30/07		1155.25	
---	3/26/07	INV	703260774		7	4/30/07		8777.73	
---	3/27/07	INV	703271281		7	4/30/07		262.50	DROP/SHIP
---	3/28/07	INV	703281038		7	4/30/07		3360.13	
---	3/29/07	INV	703290896		7	4/30/07		55.00	DROP/SHIP
---	3/31/07	INT	529248CHG		7	4/30/07		2162.07	
---	4/09/07	INV	704090043		7	5/30/07		208.08-	
---	4/12/07	INV	704120455		7	5/30/07		187.11	DROP/SHIP +

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

9,158.60+
 4,427.58+
 85.25+
 59.31+
 65.90+
 106.34+
 1,155.25+
 8,777.73+
 262.50+
 3,360.13+
 55.00+
 2,162.07+
 208.08-
 187.11+
 29,654.69*+

\$ 29,654.69

Pg. 6

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

O	Obl	Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN							REL GT		
--	4/12/07	INV	704120456		7		5/30/07	237.47	DROP/SHIP
--	4/17/07	INV	704170652		7		5/30/07	56.14	
--	4/17/07	INV	704170653		7		5/30/07	87.32	
--	4/30/07	INT	53501SCHG		7		5/30/07	2327.40	
--	5/01/07	INV	705011375		7		6/30/07	10.39	DROP/SHIP
--	5/01/07	INV	705011398		7		6/30/07	22.05	DROP/SHIP
--	5/03/07	INV	701110821/PD		7		7/11/07	10.01-	CK0000000120
--	5/03/07	INV	701180985/PD		7		7/11/07	81.45-	CK0000000120
--	5/03/07	INV	701181463/DED		7		7/11/07	74.33	CK0000000120
--	5/03/07	INV	701220511/PD		7		7/11/07	203.24-	CK0000000120
--	5/23/07	INV	705231069		7		6/30/07	42.62	DROP/SHIP
--	5/24/07	INV	705240616		7		6/30/07	51.97	DROP/SHIP
--	5/25/07	INV	705251417		7		6/30/07	55.30	DROP/SHIP
--	5/31/07	INT	54106SCHG		7		6/30/07	2752.33	

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

237.47+
 56.14+
 87.32+
 2,327.40+
 10.39+
 22.05+
 10.01-
 81.45-
 74.33+
 203.24-
 42.62+
 51.97+
 55.30+
 2,752.33+
 5,422.62*+

\$5,422.62

Pg. 7

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

O	Obl	Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN							REL GT		
-	6/01/07	INV	706011105		7	7/30/07	70.81	DROP/SHIP	
-	6/02/07	C/M	0886311PU		7	6/02/07	5.42-	0886311	
-	6/14/07	INV	706141060		7	7/30/07	8.23	DROP/SHIP	
-	6/20/07	INV	706200194		7	7/30/07	664.08-		
-	6/20/07	INV	706201254		7	7/30/07	42.62	DROP/SHIP	
-	6/20/07	INV	706201255		7	7/30/07	42.62	DROP/SHIP	
-	6/28/07	INV	706280671		7	7/30/07	24.50	DROP/SHIP	
-	6/30/07	INT	54660SCHG		7	7/30/07	3324.15		
-	7/03/07	INV	707030741		7	8/30/07	51.97	DROP/SHIP	
-	7/03/07	INV	707030742		7	8/30/07	18.64	DROP/SHIP	
-	7/10/07	INV	707100213		7	8/30/07	790.18		
-	7/12/07	INV	707121304		7	8/30/07	34.98	DROP/SHIP	
-	7/17/07	INV	707170764		7	8/30/07	62.99	DROP/SHIP	
-	7/19/07	INV	707190760		7	8/30/07	17.76	DROP/SHIP	+

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

70.81+
 5.42-
 8.23+
 664.08-
 42.62+
 42.62+
 24.50+
 3,324.15+
 51.97+
 18.64+
 790.18+
 34.98+
 62.99+
 17.76+
 3,819.95*+

\$ 3,819.95

Pg. 8

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYLL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

O	Obl Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN						REL GT		
-	7/20/07	INV	707201265		7	8/30/07	55.30	DROP/SHIP
-	7/24/07	INV	707240125		7	8/30/07	34.22	
-	7/26/07	INV	707260623		7	8/30/07	62.49	DROP/SHIP
-	7/26/07	INV	707260624		7	8/30/07	42.33	DROP/SHIP
-	7/31/07	INT	55183SCHG		7	8/30/07	3598.94	
-	8/02/07	C/M	0900383PU		7	8/02/07	12.12-	0900383
-	8/02/07	INV	708020682		7	9/30/07	34.20	DROP/SHIP
-	8/02/07	INV	708020707		7	9/30/07	36.25	DROP/SHIP
-	8/02/07	INV	708020711		7	9/30/07	86.44	DROP/SHIP
-	8/10/07	INV	708101084		7	9/30/07	47.09	DROP/SHIP
-	8/13/07	INV	708130585		7	9/30/07	270.00	S/LOLT
-	8/14/07	INV	708140947		7	9/30/07	49.01	DROP/SHIP
-	8/22/07	INV	708220169		7	9/30/07	37.96-	
-	8/22/07	INV	708221106		7	9/30/07	42.62	DROP/SHIP +

Opts: 2=Notes 3=Recon 5=Display 6=Oblig Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

55.30+
 34.22+
 62.49+
 42.33+
 3,598.94+
 12.12-
 34.20+
 36.25+
 86.44+
 47.09+
 270.00+
 49.01+
 37.96-
 42.62+
 4,308.81*+

\$ 4,308.81

Ps. 9

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

O	Obl Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN						REL GT		
-	8/23/07	INV	708231023	7		9/30/07	31.94	DROP/SHIP
-	8/28/07	INV	708281285	7		9/30/07	18.51	DROP/SHIP
-	8/29/07	INV	708291157	7		9/30/07	47.09	DROP/SHIP
-	8/31/07	INT	55743SCHG	7		9/30/07	3523.35	
-	9/05/07	INV	709050855	7		10/30/07	121.30	DROP/SHIP
-	9/15/07	INV	709150175	7		10/30/07	55.30	DROP/SHIP
-	9/27/07	C/M	0913303PU	7		9/27/07	41.26-	0913303
-	9/27/07	INV	709270897	7		10/30/07	147.03	DROP/SHIP
-	9/30/07	INT	56324SCHG	7		10/30/07	3586.03	
-	10/02/07	INV	710021364	7		11/30/07	94.24	DROP/SHIP
-	10/08/07	INV	710080012	7		11/30/07	26.79	
-	10/15/07	INV	710150297	7		11/30/07	4.96-	
-	10/31/07	INT	56922SCHG	7		11/30/07	3719.08	
-	11/06/07	INV	711061369	7		12/30/07	77.51	DROP/SHIP +

Opts: 2=Notes 3=Recon 5=Display 6=Oblig Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

31.94+
 18.51+
 47.09+
 3,523.35+
 121.30+
 55.30+
 41.26-
 147.03+
 3,586.03+
 94.24+
 26.79+
 4.96-
 3,719.08+
 77.51+
 11,401.95*+

\$ 11,401.95

Ps. 10

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

O	Obl Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN						REL GT		
-	11/07/07	C/M	711070198		7	11/07/07	18.00-	PRESHOW FALL2007
-	11/13/07	INV	711131300		7	12/30/07	57.86	DROP/SHIP
-	11/19/07	INV	711190769		7	12/30/07	10652.33	
-	11/20/07	INV	711200749		7	12/30/07	282.91	DROP/SHIP
-	11/21/07	INV	711211228		7	12/30/07	47.09	DROP/SHIP
-	11/26/07	INV	711260012		7	12/30/07	23.96	Short
-	11/27/07	INV	711271424		7	12/30/07	143.47	DROP/SHIP
-	11/30/07	INT	57459SCHG		7	12/30/07	2938.65	
-	12/03/07	INV	712030007		7	1/30/08	6726.65	
-	12/10/07	INV	712100015		7	1/30/08	6171.30	
-	12/17/07	INV	712170016		7	1/30/08	6403.45	
-	12/24/07	INV	712240083		7	1/30/08	9640.45	
-	12/31/07	INT	58001SCHG		7	1/30/08	2875.43	
-	12/31/07	INV	712310028		7	1/30/08	10003.65	

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

18.00-
 57.86+
 10,652.33+
 282.91+
 47.09+
 23.96+
 143.47+
 2,938.65+
 6,726.65+
 6,171.30+
 6,403.45+
 9,640.45+
 2,875.43+
 10,003.65+
 55,949.20*+

\$55,949.20

Ps. 11

5/29/08 12:00:25 Ship To Obligations ARGCCD04 ARDCCD04
 Co 076 + Shp 324285 + 8L/NPY JEKYLL & HYDE C Open Items 315651.69
 NEW YORK NY Base Currency: USD Processing Currency: USD
 O P E N O B L I G A T I O N S

O	Obl Date	Trn	Obligation ID	D	AP	Due Date	Open Amount	P. O. Number
SCN						REL GT		
-	1/05/08	INV	801050159	7		2/29/08	57.69	DROP/SHIP
-	1/07/08	INV	801070026	7		2/29/08	8575.42	
-	1/14/08	INV	801140033	7		2/29/08	5666.97	
-	1/16/08	INV	801160221	7		2/29/08	65.70	
-	1/18/08	INV	801181546	7		2/29/08	35.04	DROP/SHIP
-	1/28/08	INV	801280019	7		2/29/08	2386.01	
-	1/29/08	INV	801291346	7		2/29/08	41.83	DROP/SHIP
-	1/31/08	INT	58567SCHG	7		2/29/08	2998.43	
-	2/29/08	INT	59140SCHG	7		3/30/08	3005.30	
-	3/31/08	INT	59645SCHG	5		4/30/08	3991.54	

Opts: 2=Notes 3=Recon 5=Display 6=Oblg Inq
 F2=Function keys F3=Exit F4=Prompt F5=Refresh F6=More F24=More keys

57.69+
 8,575.42+
 5,666.97+
 65.70+
 35.04+
 2,386.01+
 41.83+
 2,998.43+
 3,005.30+
 3,991.54+
 26,823.93*+

\$ 26,823.93

Pg. 12

EXHIBIT F

SYSCO Food Services of Metro New York, LLC



Frank Recine
Executive Vice President

August 8, 2007

Via Certified First-Class Mail

Jekyll & Hyde Group (various locations see attached)
Mr. DR Finley
1409 6th Ave
New York, NY 10019

Re: Claimant: SYSCO Food Services of Metro New York, LLC
Debtor: Jekyll & Hyde Group (various accounts)
Amount of Claim: \$1,185,323.90 plus accruing interest, attorney's fees
and collection expenses

Mr. Finley:

I am the Executive Vice President of SYSCO Food Services of Metro New York, LLC ("SYSCO Metro New York") to which Jekyll and Hyde Group (various accounts see attached) is indebted in the amount of **\$1,185,323.90** of which **\$914,279.08** is past due. A statement listing the outstanding invoices is enclosed. Based on conversations with Dave Levy and others, your account with SYSCO Metro New York is seriously delinquent and efforts to obtain full payment from you have been unsuccessful.

While SYSCO Metro New York is anxious to resolve this matter on an amicable basis, we are prepared to take all legal action necessary if we fail to gain agreement on a repayment schedule.

Therefore, we must receive a repayment schedule to bring your accounts within our assigned credit terms before the end of the calendar year 2007. The past due amount is **\$914,279.08**. Please contact me at (201) 433-2000, extension 7470, to make an arrangement to pay off your indebtedness on an amicable basis. Alternately, if you have any reasons why the balance due should not be paid immediately, please notify me of those reasons.

SYSCO Food Services of Metro New York, LLC



Mr. DR Finley
Jekyll & Hyde Group
August 8, 2007
Page 2

If we cannot gain agreement on the repayment schedule within 7 days from the date of this letter, we will take whatever actions necessary to protect our rights including filing suit against you.

Your failure to respond to this letter will be deemed to be a refusal to honor your obligations and we will proceed as stated above without further notice to you.

This letter is provided without prejudice. Nothing contained in this letter should be construed as waiving our right to seek payment from you for any other obligation due and owing from you to SYSCO Metro New York. SYSCO Metro New York also reserves the right to assert any other claim it may have against you at any time.

Very truly yours,

Frank Recine
Executive Vice President

FR/

Enclosure

EXHIBIT G

SYSCO Food Services of Metro New York, LLC



Charnelle Harvey
Credit and Collections Manager

August 14, 2007

Via Certified First-Class, Return-Receipt Mail

Jekyll & Hyde Group
Mr. DR Finley
1409 6th Ave
New York, NY 10019

Letter of Agreement

Mr. Finley:

In follow-up to my letter of August 7, as well as your conversations with David Levy from the evening of August 12, SYSCO Food Services of Metro New York ("SFS Metro New York") would like to recap the arrangement that has been mutually reached with Jekyll & Hyde:

- Jekyll & Hyde agrees to remain current on all new purchases going forward (i.e. July invoices to be paid by the end of August).
- Jekyll & Hyde agrees to pay SFS Metro New York no less than \$10,000 per week (beginning the week of August 20th 2007) over current purchases until the past due is brought current. Payment is to be applied to the oldest open invoices at the time of payment.
- Jekyll & Hyde agrees to pay SFS Metro New York no less than \$100,000 on or before October 31st.
- Jekyll & Hyde agrees to pay SFS Metro New York no less than \$50,000 on or before November 30th.
- Jekyll & Hyde agrees to pay SFS Metro New York no less than \$100,000 on or before December 31st.

Please note that the payments made in the months of October, November and December must be posted to your account by the end of each month. With this payment arrangement the past due balance should be reduced by \$430,000 by December 31, 2007.

In January, February and March 2008, Jekyll & Hyde agrees to continue paying SFS Metro New York \$10,000 per week over current purchases, as well as an additional lump sum payment to be determined at that time.

SYSCO Food Services of Metro New York, LLC



DR Finley
Jekyll & Hyde Group
August 14, 2007
Page 2

This Letter of Agreement is intended by both SFS Metro New York and Jekyll & Hyde only as additional security for the terms agreement of credit applications and does not constitute a novation or otherwise replace or modify the terms set forth therein. SFS Metro New York also reserves the right to assert any other claim it may have against Jekyll & Hyde at any time. Please contact me at (201) 433-2000, extension 2837, if you have any questions or would like to discuss.

If the foregoing is consistent with your understanding of our agreement with respect to the Security Deposit, please sign below where indicated to confirm your agreement thereto.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Charnelle Harvey".
Charnelle Harvey
Credit and Collections Manager.

CH/

Accepted and agreed to:

Jekyll & Hyde Group

By: _____

Its: _____

Printed Name: _____

EXHIBIT H

For Internal Use Only

MARKET SEGMENT _____

NATIONAL ID _____

PRICE DEFAULT _____

@ Prefix Yes _____ No _____

SYSCO CARES

TYPE OF OPERATION _____

CUISINE CODE _____

DELIVERY TIMES

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Earliest Delivery Hour	Latest Delivery Hour	Earliest Delivery Hour	Latest Delivery Hour	Earliest Delivery Hour	Latest Delivery Hour	Earliest Delivery Hour	Latest Delivery Hour	Earliest Delivery Hour	Latest Delivery Hour
5:30A	7:30A			5:30A	7:30A			5:30A	7:30A

IMPORTANT - Missing information will delay processing of this application

Other Comments _____

Special Needs / Deliveries _____

Route _____

Salesperson

THOMAS BUFFA # 57TJB

Automatic Substitution Yes _____ No _____

Terms Approved

30 EOM

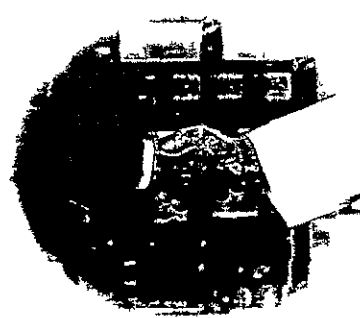
Credit Limit

Authorization / Approval



Acct Number

324293



At SYSCO we're dedicated to providing the finest foodservice products available

We take pride in offering you a broad variety of products of the highest value, always at a competitive price

That's our commitment to you. That's service excellence.

SYSCO.

CORPORATION

(4/01)

We look forward to
providing you with
SYSCO'S
professional,
personal
service.

TERMS AND CONDITIONS

This Customer Account Application ("Application") is made to Sysco Corporation, Sysma Network, Inc., Sysma Network of Ohio, Inc., and all subsidiaries and affiliates (collectively "Sysco") for the purpose of inducing Sysco to extend credit accommodations to the Applicant named below, and in accordance with the following terms

- Upon approval of this Application, Sysco, in its sole discretion and notwithstanding any request of Applicant shall have the right to terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.
- All purchases by Applicant of goods and/or services from Sysco will be made in accordance with the terms and conditions of this Application and any invoices and/or other documents evidencing Applicant's obligations to Sysco, all of which are incorporated herein by this reference.
- The entire outstanding balance due to Sysco on all invoices shall become due in full immediately upon default in the payment of any invoice. Applicant agrees to pay interest in the amount of 1 1/2% per month or the highest rate permitted by law, whichever is less, on any past due amounts until collected, and Applicant agrees to pay all costs of collection incurred by Sysco, including attorneys' fees and expenses, should a default in payment or any other obligation of Applicant to Sysco occur.
- If this Application is not fully approved or if any other adverse action is taken with respect to Applicant's credit
- with Sysco, Applicant has the right to request within 60 days of Sysco's notification of adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is Federal Trade Commission, Washington, D.C.
- This Application and all transactions between Applicant and Sysco shall be governing by and interpreted in accordance with the laws and decisions of the state where Sysco's operating company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State").
- Applicant and Sysco irrevocably agree, and hereby consent
- and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State, with regard to any actions or proceedings arising from, relating to or in connection with Applicant's obligations to Sysco or this Application. Applicant hereby waives any right Applicant may have to transfer or change the venue of any litigation filed in such courts.
- If Applicant ceases doing business with Sysco for any reason, Applicant will immediately purchase from Sysco all remaining proprietary/special order items in Sysco's inventory.
- Applicant expressly agrees that Sysco shall not be responsible for any product nonconformity as to quantity, quality, or price unless noted on the original delivered receipt at the time of delivery or unless Sysco is notified in writing any such nonconformity within three (3) days of delivery by certified mail return receipt requested.
- Except as to quantity of goods ordered, no terms and conditions set forth in any purchase order or other forms of Applicant will apply to sales by Sysco to Applicant.

The approximate initial amount of credit that Applicant requires per month shall not be binding upon Sysco, nor shall Sysco incur liability by granting, reducing, increasing or refusing such amount. Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Sysco for the purpose of inducing Sysco to extend credit to Applicant and understands that Sysco intends to rely upon such information. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Sysco from time to time, all of which are incorporated herein by reference, and to advise Sysco of any material change in the information provided herein, including but not limited to change of ownership, address or telephone number. Applicant understands that Sysco will retain this Application whether or not it is approved. Applicant hereby authorizes Sysco to check Applicant's and Applicant's principals' credit history and trade, bank and personal references (whether or not referenced in this Application) for customary credit information, to confirm the information contained on this Application, including but not limited to, sending a copy hereof to trade and bank references and to release information to other creditors regarding Applicant's credit experience with Sysco.

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this Authorization for Credit Report individually for the purpose of authorizing Sysco Corporation ("Creditor") to obtain a consumer credit report from time to time on the undersigned individual through credit and consumer reporting agencies or other sources, in order to further evaluate the credit worthiness of such individual in connection with the credit evaluation process and the proposed extension of business credit to Applicant and any affiliates or related companies (collectively "Applicant"). THE UNDERSIGNED AS AN INDIVIDUAL HEREBY KNOWINGLY CONSENTS TO THE USE OF SUCH CREDIT REPORT IN

ACCORDANCE WITH FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C. 1681 ET SEQ., AS AMENDED FROM TIME TO TIME.

If the application for business credit is not approved in full or if any other adverse action is taken with respect to Applicant's credit with Creditor, Applicant has the right to request within 60 days of Applicant's notification of such adverse action, a statement of specific reasons for action, which statement will be provided within 30 days of said request. To obtain the statement of specific reasons, please contact the Credit Department.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the Applicant has the capacity to enter into a binding contract) because all or part of the Applicant's income derives from any public assistance programs, or because Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

APPLICANT

(FULL FIRM NAME)

BY AUTHORIZED AGENT

(PRINTED NAME & TITLE)

(SIGNATURE & DATE)

INDIVIDUAL PERSONAL GUARANTY

This undersigned ("Guarantor"), having a financial interest in Applicant and benefiting from the transactions contemplated by this Application, hereby personally guarantees the payment by Applicant to Sysco Corporation, Sysma Network, Inc., Sysma Network of Ohio, Inc., and all subsidiaries and affiliates (collectively "Sysco") of all amounts due and owing now and from time to time hereafter from Applicant to Sysco (the "Liabilities"). Guarantor expressly waives notice from Sysco of its acceptance and reliance on this Guaranty notice of rules made to Applicant and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation or any defense of any kind or nature which Guarantor has or may have against Applicant or Sysco shall be available hereunder to Guarantor against Sysco. In the event of a default by Applicant on its obligations to Sysco, Sysco may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor (i) hereby acknowledges that he or she may have rights of indemnification, contribution, reimbursement or exoneration from Applicant if Guarantor performs his or her obligations under this Guaranty (collectively the "Rights"); (ii) understands the benefits of having such Rights; and (iii) in further consideration of Sysco extending financial accommodations to Applicant, knowingly and voluntarily waives and relinquishes any Rights which may arise. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorney's fees, which may be incurred by Sysco in enforcing this Guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of one and one half (1 1/2%) percent per month or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing to Sysco by Guarantor under this Guaranty until collected. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, successors,

assigns, representatives and survivors and shall inure to the benefit of Sysco, its successors, affiliates and shareholders and may be assigned by Sysco without notice to Guarantor. This Guaranty shall be governed by and interpreted under the laws and decisions of the state where Sysco's operating company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"). Guarantor and Sysco irrevocably agree, and hereby consent, and submit to the nonexclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions proceeding arising from, relating to or in connection with the Liabilities, this Guaranty or any collateral or security thereof. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in such courts. If executed by more than one, the obligations of Guarantor shall joint and several and all references to the singular shall be deemed in the plural.

assigns, representatives and survivors and shall inure to the benefit of Sysco, its successors, affiliates and shareholders and may be assigned by Sysco without notice to Guarantor. This Guaranty shall be governed by and interpreted under the laws and decisions of the state where Sysco's operating company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"). Guarantor and Sysco irrevocably agree, and hereby consent, and submit to the nonexclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions proceeding arising from, relating to or in connection with the Liabilities, this Guaranty or any collateral or security thereof. Guarantor hereby waives any right Guarantor may have to transfer or change the venue of any litigation filed in such courts. If executed by more than one, the obligations of Guarantor shall joint and several and all references to the singular shall be deemed in the plural.

PRINT NAME

SIGNATURE & DATE

PRINT NAME

SIGNATURE & DATE

USE OF A CORPORATE TITLE SHALL IN NO WAY LIMIT THE PERSONAL LIABILITY OF THE PERSONAL GUARANTY SIGNATORY

For Sysco's Use Only

Notwithstanding the signature below of a sales representative evidencing only the optional review of the foregoing, the credit department of Sysco shall in no way be bound thereby to act upon this application or extend credit to Applicant.

SALES REPRESENTATIVE NAME

SIGNATURE & DATE

10.18.01

So we deliver
accurate orders,
on time,
to the right person,
at the right
place...

So we
understand
your company's
history...

So the products
and services we
offer fit your needs
exactly...

So we're familiar
with your
professional
support people...

So we understand
your company's
personality in the
marketplace...

WE'D LIKE YOUR SHIPPING AND BILLING ADDRESSES:

DATE

10.18.01

SHIP TO:

BILL TO:

OWNERSHIP NAME

ADDRESS

DBA/TRADE NAME

CITY, STATE, ZIP

ADDRESS

ACCOUNTS PAYABLE CONTACT

CITY, STATE, ZIP

PHONE NO

ACCOUNTS PAYABLE PHONE NO

A/P FAX NO

TELL US THE FACTS ABOUT YOUR BUSINESS:

NEW OWNER?

☐ YES☒ NO

PURCHASE DATE

LENGTH OF PRESENT OWNERSHIP

PREVIOUS/OTHER LOCATION

BUILDING/FACILITIES

☐ OWNED☐ LEASED

OWNER'S NAME

☒ PROPRIETORSHIP☐ PARTNERSHIP☐ LIMITED PARTNERSHIP☐ CORPORATION☐ LIMITED LIABILITY COMPANY☐ NON PROFIT

SSH/CORP ID

RESALE STATUS YES OR NO

PROVIDE THE FOLLOWING INFORMATION FOR INDIVIDUAL PROPRIETORS, GENERAL PARTNERS OR CORPORATE OFFICERS

NAME AND TITLE

NAME AND TITLE

NAME AND TITLE

HOME ADDRESS

HOME ADDRESS

HOME ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

CITY, STATE, ZIP

HOME PHONE NO

HOME PHONE NO

HOME PHONE NO

SOCIAL SECURITY NO

SOCIAL SECURITY NO

SOCIAL SECURITY NO

LET US KNOW WHAT YOU NEED FROM US:

TYPE OF BUSINESS

☒ RESTAURANT/FINE DINING☐ FAST FOODS☐ FAMILY☐ INSTITUTIONAL☐ HOTEL/MOTEL☐ SEATING CAP☐ HOSPITAL☐ NURSING HOME

NUMBER OF BEDS

☐ OTHER

GENERAL INFORMATION WEEKLY PURCHASES \$

MONTHLY SALES VOLUME \$

NUMBER OF EMPLOYEES

TERMS REQUESTED

☐ COD☐ WEEKLY☐ NET 21 DAYS

14 days

FILL US IN ON WHO YOUR BANKER IS:

BANK NAME

ADDRESS

CITY, STATE, ZIP

LOAN OFFICER

PHONE NO

CHECKING (ACCOUNT NO)

BALANCE

LOANS (ACCOUNT NO)

BALANCE

GIVE US A FEW REFERENCES, FOOD DISTRIBUTORS PREFERRED:

BUSINESS NAME

BUSINESS NAME

BUSINESS NAME

STREET ADDRESS

STREET ADDRESS

STREET ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

CITY, STATE, ZIP

PHONE NO

PHONE NO

PHONE NO

322293

WE'D LIKE YOUR SHIPPING AND BILLING ADDRESSES:

DATE _____

SHIP TO: 616th Ave. Food Services LTD BILL TO: same

OWNERSHIP NAME _____ ADDRESS _____

1409 6th Ave

TRADE NAME _____ CITY STATE ZIP _____

ADDRESS NY NY ACCOUNTS PAYABLE CONTACT _____

CITY STATE ZIP _____ PHONE NO _____ ACCOUNTS PAYABLE PHONE NO _____ A/P FAX NO _____

TELL US THE FACTS ABOUT YOUR BUSINESS:

NEW OWNER? ☐ YES ☒ NO PURCHASE DATE _____ LENGTH OF PRESENT OWNERSHIP _____

PREVIOUS/OTHER LOCATION _____

BUILDING/FACILITIES ☐ OWNED ☐ LEASED OWNER'S NAME _____

☒ PROPRIETORSHIP ☐ PARTNERSHIP ☐ LIMITED PARTNERSHIP ☐ CORPORATION ☐ LIMITED LIABILITY COMPANY ☐ NON-PROFIT

SBA/CORB ID 13-6184921 RESALE STATUS YES OR NO _____

PROVIDE THE FOLLOWING INFORMATION FOR INDIVIDUAL PROPRIETORS, GENERAL PARTNERS OR CORPORATE OFFICERS.

O.R. Finley President

NAME AND TITLE	NAME AND TITLE	NAME AND TITLE
HOME ADDRESS	HOME ADDRESS	HOME ADDRESS
CITY STATE ZIP	CITY STATE ZIP	CITY STATE ZIP
HOME PHONE NO	HOME PHONE NO	HOME PHONE NO
SOCIAL SECURITY NO	SOCIAL SECURITY NO	SOCIAL SECURITY NO

LET US KNOW WHAT YOU NEED FROM US:

TYPE OF BUSINESS ☒ RESTAURANT/FINE DINING ☐ FAST FOODS ☐ FAMILY ☐ INSTITUTIONAL ☐ HOTEL/MOTEL ☐ SEATING CAP _____

☐ HOSPITAL ☐ NURSING HOME NUMBER OF BEDS _____ ☐ OTHER _____

GENERAL INFORMATION WEEKLY PURCHASES \$ _____ MONTHLY SALES VOLUME \$ _____ NUMBER OF EMPLOYEES _____

TERMS REQUESTED: ☐ CORD ☐ WEEKLY ☐ NET 21 DAYS 14 DAYS

FILL ME IN ON WHO YOUR BANKER IS:

Chase Manhattan

BANK NAME _____ ADDRESS _____ CITY STATE ZIP _____

LOAN OFFICER _____ PHONE NO _____

CHECKING (ACCOUNT NO.) _____ BALANCE _____ LOANS (ACCOUNT NO.) _____ BALANCE _____

GIVE US A FEW REFERENCES, FOOD DISTRIBUTORS PREFERRED:

BUSINESS NAME _____ BUSINESS NAME _____ BUSINESS NAME _____

TERMS AND CONDITIONS

This Customer Account Application ("Application") is made to Sysco Corporation, Sysco Network, Inc., Sysco Network of Ohio, Inc., and all subsidiaries and affiliates (collectively "Sysco") for the purpose of inducing Sysco to extend credit accommodations to the Applicant named below, and in accordance with the following terms:

4. If this Application is ever fully approved or if any entire adverse action is taken with respect to Applicant's credit

Flow Applicants and all statements between Applicants and SACS shall be governed by and interpreted in accordance with the laws and decisions of the state where the respondent company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable Law").

- er months still are looking over \$200.00 each! So as in

Applicant expressly agrees that Spence shall not be responsible for any product manufactured by or for Spence, whether, in whole or in part, based on the original delivered receipt or the receipt of delivery or unless Spence is notified of writing any such manufacturing within three (3) days of delivery or by verified mail return receipt receipt.

- let by granting reducing, increasing or refusing such approval

(continued)

211 HK HK

APPLICANT ☒ FIELD ☐

If the application for temporary credit is not approved, on hold or any action where action is taken with respect to Applicant's credit with Lend Lease, Applicant has the right to request another 60 days of Applicant's participation on such subjecting itself, a credit review or specific response for matters, which assessment will be provided within 30 days of such request. To obtain the above interest of applicant, a written plan must be filed by the Dept. of Justice.

LTD 1

2012 FROM NAME: SHAW AVONKE PAPER SERVICE

PRINTED NAME & TITLE _____ SIGNATURE & DATE _____

INDIVIDUAL PERSONAL GUARANTY

INDIVIDUAL PERSONAL GUARANTY

12. *Journal of the American Medical Association*, 277:1033-1034, 1997

Age Group	Percentage of Respondents
18-29	65%
30-49	75%
50-69	80%
70+	85%

Age Group	Percentage of Respondents
18-29	65%
30-49	75%
50-69	82%
70+	88%

EXHIBIT I

From: dfinley [mailto:dfinley@optonline.net]
Sent: Monday, October 29, 2007 9:14 AM
To: Levy, David C. 076
Subject: Re:

I faxed you for the 2nd time on Friday about the \$30K payment. I faxed you the list of invoices that it is applied to. It is to pay the June 06 6th Ave account bills. The balance of the those bills will be paid with the monthly payments. I also gave Glenn a copy of the fax so that he can give it to you again if you did not get this one either.

As far as the end of October payments I will get back to you later in the day. I still have some more accounting work to do.

On Oct 29, 2007, at 6:27 AM, Levy, David C. 076 wrote:

Hello D.R.,

With the end of October here already would you please communicate with me where we stand on your end of month payments and the \$100,000 note. I would like to ensure that things go smoothly for all of us.

I am in the office all day or just e-mail me back with what we can expect. Also, I am still waiting to see where you want the \$30,000 credit placed. I am sure that you understand that the \$30,000 rebate needs to be treated separately from any other payment deals.

Thanks,

David

000465

EXHIBIT J

Steven Mitnick, Esq.
Admitted *Pro Hac Vice*
Mitnick & Malzberg, P.C.
PO Box 429
29 Race Street
Frenchtown, New Jersey 08825
(908) 996-3716
Counsel for Plaintiff

Melissa A. Pena, Esq. (MP-3320)
Norris, McLaughlin & Marcus
875 Third Avenue, 8th Floor
New York, New York 10022
(212) 808-0700
Local Counsel for Plaintiff

SYSCO FOOD SERVICES OF METRO NEW YORK, LLC	:	UNITED STATES DISTRICT COURT
	:	FOR THE SOUTHERN DISTRICT OF
	:	NEW YORK
	:	
Plaintiff,	:	
v.	:	Civ. Case No. 08-02958 (BSJ) (JCF)
	:	
JEKYLL & HYDE, INC., SIXTH AVENUE FOOD SERVICES LTD. and DONALD R. FINLEY,	:	SECOND AMENDED COMPLAINT
	:	
Defendants.	:	

Plaintiff, Sysco Food Services of Metro New York, LLC,
through its attorneys Mitnick & Malzberg, P.C. and Norris,
McLaughlin & Marcus, PA, as for its Second Amended Complaint
against Defendants alleges as follows:

STATEMENT OF JURISDICTION

1. Plaintiff, Sysco Food Services of Metro New York, LLC is a company incorporated in the State of Delaware with a principal place of business located at 20 Theodore Conrad Drive, Jersey City, New Jersey 07305.

2. Defendant, Jekyll & Hyde, Inc. ("Jekyll") is a New York corporation with a principal place of business located at 91 Seventh Avenue South, New York, New York 10014.

3. Defendant, Sixth Avenue Food Services Ltd. ("Sixth") is an unincorporated corporation with an office located at 1409 Avenue of the Americas, New York, NY 10019.

4. Defendant, Donald R. Finley ("Finley") is the principal of Jekyll and has conducted business under the Sixth Avenue Food Services Ltd. name. Upon information and belief, Finley is a resident of the State of New York residing at 39 Overlook Road, Locust Valley, New York 11560.

5. Jurisdiction of this Court is based upon diversity of citizenship, pursuant to 28 U.S.C. § 1322, *et seq.*, and the amount in controversy exceeds the allowed amount.

FIRST COUNT

1. There is due from the defendant Jekyll & Hyde, Inc., (previously defined as "Jekyll"), to the plaintiff the sum of \$203,042.16 on a certain book account, a true copy of which is annexed hereto as Exhibit "A." Payment has been demanded and has not been made.

2. The plaintiff sues the defendant Jekyll for goods sold and delivered and/or services rendered by the plaintiff to the defendant, upon the promise by Jekyll to pay the agreed amount as set forth in Exhibit "A" annexed hereto. Payment has been demanded and has not been made.

3. The plaintiff sues the defendant Jekyll for the reasonable value of goods sold and delivered, and/or services rendered by the plaintiff to the defendant Jekyll upon the promise of Jekyll to pay a reasonable price for the same, as set forth in Exhibit "A" annexed hereto. Payment has been demanded and has not been made.

4. The defendant, Jekyll, being indebted to the plaintiff in the sum of \$203,042.16 upon an account stated between them, did promise to pay to the plaintiff said sum upon demand. Payment has been demanded and has not been made.

WHEREFORE, plaintiff demands judgment against the defendant, Jekyll in the sum of \$203,042.16, plus attorneys fees

pursuant to the credit application or as permitted by law, plus interest and costs.

SECOND COUNT

1. Plaintiff repeats the allegations contained in the First Count of its Second Amended Complaint as if set forth at length herein.

2. There is due from the defendant, Sixth Avenue Food Services Ltd. (previously defined as "Sixth"), to the plaintiff the sum of \$452,078.76 on a certain book account, a true copy of which is annexed hereto as Exhibit "B." Payment has been demanded and has not been made.

3. The plaintiff sues the defendant Sixth for goods sold and delivered and/or services rendered by the plaintiff to the defendant, upon the promise by Sixth to pay the agreed amount as set forth in Exhibit "B" annexed hereto. Payment has been demanded and has not been made.

4. The plaintiff sues the defendant, Sixth for the reasonable value of goods sold and delivered, and/or services rendered by the plaintiff to the defendant Sixth upon the promise of Sixth to pay a reasonable price for the same, as set forth in Exhibit "B" annexed hereto. Payment has been demanded and has not been made.

5. The defendant, Sixth, being indebted to the plaintiff in the sum of \$452,078.76 upon an account stated between them,

did promise to pay to the plaintiff said sum upon demand.

Payment has been demanded and has not been made.

WHEREFORE, plaintiff demands judgment against the defendant Sixth in the sum of \$452,078.76 plus attorneys fees pursuant to the credit application or as permitted by law, plus interest and costs.

THIRD COUNT

1. Plaintiff repeats the allegations contained in the First through Second Counts of its Second Amended Complaint as if set forth at length herein.

2. On or about October 18, 2001, defendant Finley submitted a Customer Account Application to Plaintiff (the "Application").

3. The Applicant identified on the Application was "Sixth Avenue Food Services Ltd."

4. Finley signed the Application as President of Sixth Avenue Food Services Ltd.

5. The Application further identifies that the "Ownership Name" of the business entity where Plaintiff should ship product to as "Sixth Avenue Food Services Ltd." and that shipments should be made to 1409 Sixth Avenue, New York, New York.

6. The Application further sets forth a tax identification number for Sixth.

7. Sysco sold goods to Sixth on credit upon the representations made by Finley in the Application that Sixth was a valid corporation.

8. After Sysco opened an account for Sixth, payments were made on the account and, from time to time, Finley requested that a payment be applied to the Sixth Avenue account.

9. At all times relevant hereto, Finley represented that Sixth was a valid corporation.

10. Under New York law, an individual who conducts business as a nonexistent corporation is personally liable for the debts of the unincorporated corporation.

11. As such, Finley is personally liable for the amounts due and owing under the Sixth invoices identified on Exhibit "B."

WHEREFORE, plaintiff demands judgment against the defendant Finley in the sum of \$452,078.76 plus attorneys fees pursuant to the credit application or as permitted by law, plus interest and costs.

FOURTH COUNT

1. Plaintiff repeats the allegations contained in the First through Third Counts of its Second Amended Complaint as if set forth at length herein.

2. In the Application, Finley misrepresented to Sysco that Sixth was a valid corporation.

3. After Sysco opened an account for Sixth, Finley continued to misrepresent to Sysco that Sixth was a valid corporation.

4. The aforementioned misrepresentations by Finley were material.

5. At the time Finley made these material misrepresentations, Finley knew that Sixth was not a valid corporation.

6. Sysco relied on Finley's misrepresentations and suffered damages as a result of its reasonable reliance.

7. Finley's conduct constitutes fraud entitling Plaintiff to relief for the resulting damages.

WHEREFORE, plaintiff demands judgment against Finley awarding Plaintiff compensatory damages in an amount no less than the amounts due from Sixth under the invoices identified in Exhibit "B" plus interest as well as attorneys fees and costs.

FIFTH COUNT

1. Plaintiff repeats the allegations contained in the First through Fourth Counts of its Second Amended Complaint as if set forth at length herein.

2. Upon information and belief, Defendants, Jekyll and Sixth, have the same officers, directors and shareholders, including Finley.

12. Upon information and belief, Defendants share one or more of the same employees.

13. Defendants each conduct the same type of business, operating restaurants and bars in the New York City area.

14. Defendants commingled their liabilities to plaintiff. For example, on January 26, 2007, Jekyll paid the sum of \$121,014.87 by check to plaintiff for goods sold, delivered and invoiced to Sixth. Annexed hereto as Exhibit "C" is a copy of the January 26, 2007 check and the invoices issued to Sixth Avenue, which were paid by such check.

15. Upon information and belief, Defendants were not treated as independent profit centers.

16. Upon information and belief, Finley commingled his personal assets with the assets of Jekyll and/or Sixth.

17. Upon information and belief, Finley caused Jekyll to pay his personal liabilities.

18. Upon information and belief, Defendants primarily transacted the business of one another such that the Defendants are alter egos of one another.

19. Defendants' businesses are so inextricably intertwined and, thus, justify a disregard of the corporate structures.

20. As a result of Defendants' conduct, plaintiff has been damaged.

WHEREFORE, plaintiff demands judgment that defendants Jekyll, Sixth and Finley are jointly and severally liable to plaintiff for the sum of \$655,120.92, plus attorneys fees pursuant to the credit application or as permitted by law, plus costs.

NORRIS, McLAUGHLIN & MARCUS, PA

/s/ Melissa A. Peña

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Dated: May __, 2010
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